
Academic Specialist Handbook

(Revised 2023)

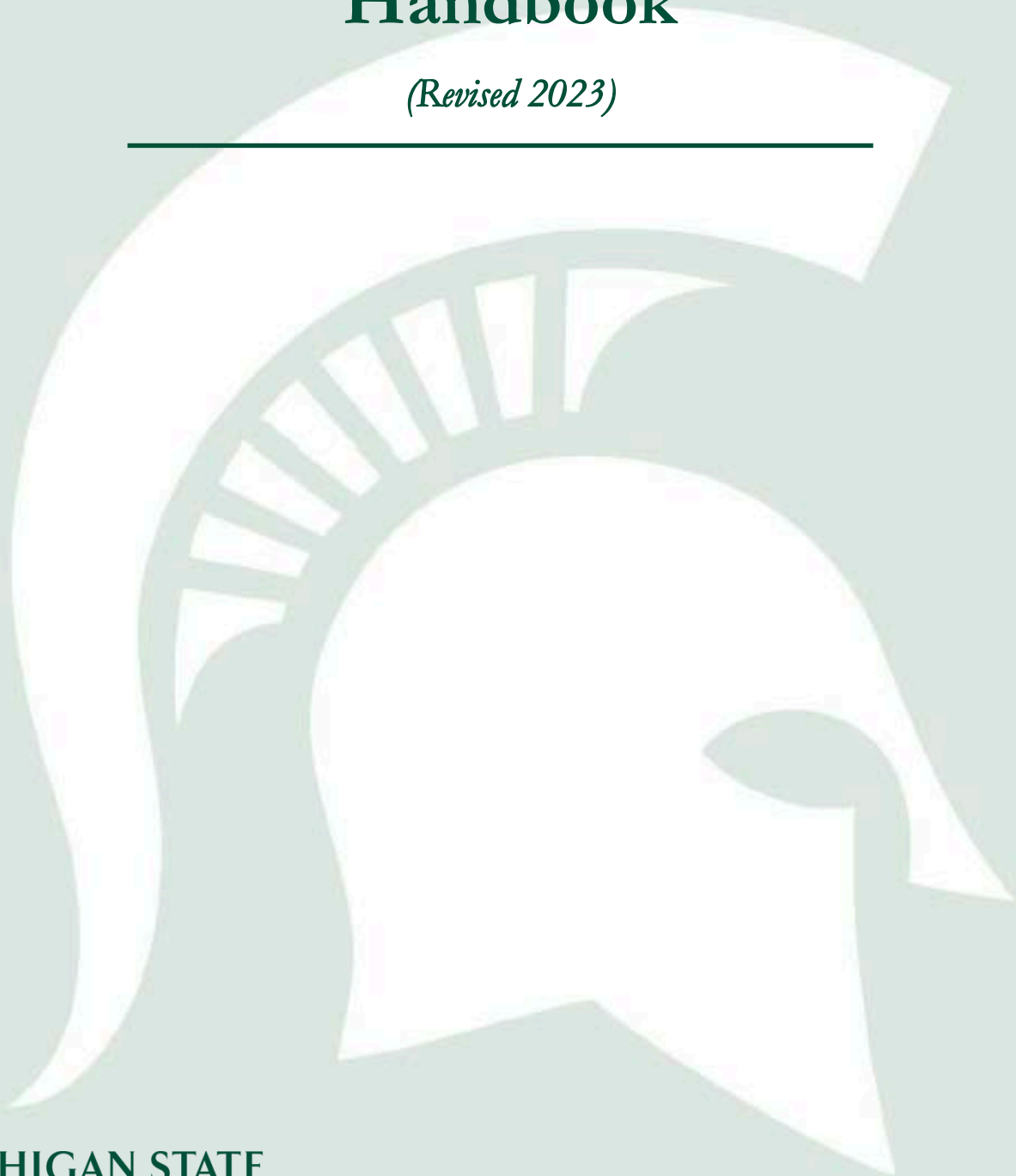


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1.0 Introduction (Academic Specialist Handbook)

1.1 Forward

The Specialist Handbook provides information to help members of the specialist community at Michigan State University, as well as human resources administrators or specialist supervisors. The Handbook contains employment policies for the academic specialist. You will find most of the policies, regulations and procedures of the University either contained here in their entirety or referenced. Those which are not included in their entirety because of their length or because they are peripheral to academic specialists can be found in other University publications. In addition to this Handbook, the following documents are general sources of information that may be of use to faculty and academic staff:

1. The Bylaws for Academic Governance are available from the Office of the Secretary for Academic Governance, <https://acadgov.msu.edu/bylaws>
2. The Academic Programs section of the University catalog contains: description of academic programs, mission statement, President's statement, honorary and professional organizations, etc. and is available from the Office of the Registrar, <https://reg.msu.edu/AcademicPrograms/Default.aspx>
3. The Board of Trustees Policy Manual contains all policies approved by the Board of Trustees of Michigan State University. It is available from the Office of the Secretary of the Board of Trustees, <https://trustees.msu.edu/policies/index.html>
4. The Bylaws of the Board of Trustees are available from the Office of the Secretary of the Board of Trustees, <https://trustees.msu.edu/bylaws/index.html>
5. Ordinances of Michigan State University are available at <https://trustees.msu.edu/ordinances/>
6. Spartan Life, the student handbook and resource guide contains: student legislative and judicial procedure, Academic Freedom for Students at MSU, Graduate Student Rights and Responsibilities, student regulations, etc. and is at <http://splife.studentlife.msu.edu/>
7. The Manual of Business Procedures contains information regarding proper University business procedures. It is available at <https://ctrl.msu.edu/combp/>

Wherever possible, dates of adoption and sources have been included for University policies and regulations. For policies approved by the Board of Trustees, the original approval date and the date of the most recent amendment is provided. Dates of other actions by the Board on a particular policy may be found in the Board of Trustees' Policy Manual which is available in all college offices or from the Office of the Secretary of the Board of Trustees.

The Specialist Handbook is periodically updated on an annual basis (by whom). It is the responsibility of the department chairperson/school director to direct specialist to the Handbook for employment policies.

The responsibility for distributing information about changes rests with the Office of the Provost. Questions regarding content should first be addressed to your departmental chairperson or the director of your school.

1.2 Disclaimer

This document contains University policies, procedures, and other information in effect as of the date of issuance. Any subsequent changes in policies, procedures, or other information are effective as of the date of action or issuance by the appropriate University body, even if they have not yet been reflected in this document. Revisions or additions will be issued regularly to deans, chairpersons, and directors and to individual academic specialists holding continuing appointments. In the interim, every effort will be made to communicate revisions and additions to deans, directors, and chairpersons for communication to academic specialists.

For fixed term Academic Specialist covered by the Union of Non-Tenure Track Faculty (UNTF) bargaining unit, the terms and conditions of employment are governed by the collective bargaining agreement between the University and the UNTF. In cases where only a portion of the Academic Specialist's work duties and responsibilities are covered by the UNTF collective bargaining agreement, the specific facts of the individual case will determine the appropriate process to be used for investigations, discipline, and grievances. In these cases, and in situations where the UNTF agreement is silent on an issue, the Office of Employee Relations or Academic Human Resources should be contacted to determine the appropriate course of action.

The responsibility for distributing information about changes rests with the Office of the Provost. Questions regarding content should first be addressed to your departmental chairperson or the director of your school.

1.2.1 Revisions and Amendments

This document is maintained by the Office of the Provost in consultation with the Academic Specialist Advisory Committee to the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs. The Academic Specialist Advisory Committee may consider revisions and amendments to this document; Committee review may be initiated by the Office of the Provost, the Academic Specialist Advisory Committee, or by written request to the Academic Specialist Advisory Committee or the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs. Upon acceptance by the Academic Specialist Advisory Committee, any proposal for amendment will be forwarded to the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs. Following consultation, the provisions of this document may be changed by the University.

2.0 Organization

2.1 Board of Trustees

The Constitution of the State of Michigan provides that the Board of Trustees shall have general supervision and direction of the University. The eight members are elected from the state at large for a term of eight years, two being elected each even-numbered year. The president of the University is appointed by the Board and by constitutional provision is the presiding officer of the Board.

Generally, the Board meets monthly, except as otherwise scheduled by the Board. In accordance with Michigan law, the Board establishes an annual calendar for its regular meetings; meetings are open to the public except for limited closed sessions. Items requiring Board action should be submitted to the Provost's office about three weeks before each Board meeting.

In addition to the President the following University officers are present at Board meetings: Provost, Senior Vice President, Chief Financial Officer and Treasurer, Vice President for Research and Innovation, Executive Vice President for Health Sciences, Senior Vice President for Student Life and Engagement, Vice President for University Advancement, Senior Vice President for Governmental Relations, Vice President for Legal Affairs and General Counsel, Vice President for University Relations, Secretary and Chief of Staff to the Board, , and Vice President and Chief Diversity Officer. Five faculty members and four students selected by their respective constituencies also attend Board meetings.

2.2 Academic Governance

MSU's Academic Governance was established in 1955. The *Secretary for Academic Governance* is an ex-officio member of University Council, Faculty Senate, The Steering Committee and Academic Congress. The Secretary serves those bodies as Secretary and Parliamentarian, meets with the University Committee on Academic Governance working with that committee to review and interpret the University Bylaws for Academic Governance. The

Academic Specialist Advisory Committee participates through representation on both the University Council and Faculty Senate. The Bylaws of the Academic Specialist Advisory Committee provide additional detailed information about Committee membership and nomination and election procedures. Copies of the bylaws are available from the office of the Associate Provost and Associate Vice President for Academic Human Resources.

2.3 General Academic Rights and Responsibilities

Academic specialists have rights and responsibilities which flow from particular appointment contexts as well as from their general affiliation with Michigan State University. Any statement of rights and associated responsibilities connotes a reciprocating expectation of performance by both the academic specialist and the University. Academic specialists are covered by applicable policies adopted by the Michigan State University Board of Trustees and those implemented through administrative action. Board of Trustees policies appear as actions recorded in the minutes of the Board and are reproduced in the Board of Trustees Policy Manual, the Faculty Handbook, and other University publications.

Academic specialists have other rights and responsibilities which specifically flow from their assigned duties and responsibilities. Normally, academic specialists are assigned to duties and responsibilities performed by faculty members but with a narrower scope and focus. These assignments involve teaching, advising, curriculum development, research, and public service/outreach. As applicable in particularly assigned duties, academic specialists are expected to serve as scholars in the pursuit of knowledge and its free expression, as teachers

and/or advisors, in providing instruction and advice to students, and as professionals and citizens contributing their special knowledge and skills through public service/outreach and community participation. Fundamentally, academic specialists perform their teaching/advising/curriculum development, research, and public service/outreach responsibilities in ways to ensure academic freedom and responsibility, a context essential to the University's goal of advancing the unfettered search for knowledge and its free exposition. For academic specialists, the principal elements of academic freedom applicable to relevant assigned duties include:

1. The right, as teachers, to discuss in the classroom any material which has a significant relationship to the subject matter as defined in the approved course description;
2. The right to determine course content, grading and classroom procedures of courses they teach;
3. The right, as an academic advisor, to exercise judgment in good faith in advising students on curriculum, class, and career choices;
4. The right to engage in curriculum development activities;
5. The right to conduct research and to engage in creative endeavors;
6. The right to publish or present research findings and creative work;
7. The right to engage in public service/outreach activities;
8. The right to seek changes in institutional policies through established University procedures and by lawful and peaceful means.

Academic freedom carries with it responsibilities for academic specialists, and principal elements include:

1. The responsibility to carry out assigned teaching/advising/curriculum development, research and public service/outreach duties in a professional manner in keeping with University policies;
2. The responsibility, as teachers, to refrain from introducing matters which are not consistent with their teaching duties and professional competence and which have no significant bearing on the subject matter of the course as approved under University procedures;

3. The responsibility, as academic advisors, to adhere to the policies governing privacy of student records;
4. The responsibility to pursue excellence and intellectual honesty in teaching, research and other creative endeavors, and public service/outreach activities; and in publishing or presenting research findings and creative work;
5. The responsibility to encourage students and colleagues to engage in free discussion and inquiry; and to evaluate student and colleague performance on a scholarly basis;
6. The responsibility to work in a collegial manner with appropriate individuals and bodies to encourage the search for knowledge, its free exposition, and the University's continuing quest for excellence;
7. The responsibility to differentiate carefully their official activities as academic specialists from their personal activities as citizens and, when the situation warrants, to make it clear that, when speaking as private citizens, they do not speak for the University.

[While the [policy on Faculty Rights and Responsibilities](#), approved by the Michigan State University Board of Trustees in July 1984, does not apply to academic specialists, readers are referred to this document's sections on teaching, research and creative activity, public service, relations with colleagues, and relation to the University and community, all of which provide a fuller narrative context for enumerated rights and responsibilities of academic specialists referenced above.]

2.4 Specialist

The Academic Specialist Appointment System consists of individuals appointed to one of two ranked levels: senior academic specialist or academic specialist. Appointments are made in units reporting directly or indirectly to the Provost or the Vice President for Research and Graduate Studies. Academic specialists may be appointed on a fixed term or continuing basis, full-time or part-time, with either an academic year (nine-month) or an annual (twelve-month) duty assignment. The fixed term academic specialist is appointed with an end date on an academic year or annual basis or for shorter periods. Generally, repeated fixed term appointments may not be used as a mechanism to by-pass the continuing appointment system.

Rank	Senior Specialist	OR	Academic Specialist
Appointment Type	Continuing	OR	Fixed Term
Appointment Time	Academic Year (9 months)	OR	Annual (12 months)
FT/PT	Full-Time	OR	Part-Time

However, positions funded with grant or other non-general funds normally are fixed term in nature. Full time specialist positions that are fixed term in nature continuously reappointed at fixed-term status for a maximum of five reappointments (AN or AY) must be provided a multi-

year reappointment for up to three years. If there are reasons that would prohibit the multi-year reappointment, the unit administrator is required to request an exception from the Associate Provost for Faculty and Academic Staff Affairs for approval for that reappointment period. The continuing system academic specialist is initially appointed to a probationary appointment. A senior academic specialist may be granted continuing appointment status from the date of appointment (see Section 4.2.8). Continuing academic specialists are appointed at 50% time or greater.

Continuing appointment status assures that the academic specialist will not be dismissed due to capricious action by the University nor will dismissal be used as a restraint of academic freedom or other civil rights. As in the tenure system and librarian continuing appointment system, continuing appointment status does not guarantee employment if positions are not funded, if gross misconduct occurs, if the academic specialist refuses to perform reasonable assigned duties, or fails to fulfill contractual obligations, or if the academic specialist is no longer able to perform satisfactorily in his or her professional capacity at the University.

Assignments for all academic specialists involve applicable assigned duties (academic advising/teaching/curriculum development, research, and service/outreach responsibilities) and related professional development activities. Salaries are paid in twelve monthly installments on the last working day of each month except for individuals appointed on an annual (AN) basis for less than 12 months who receive salaries on a monthly basis during the stipulated period. The academic specialist appointed on an academic year (AY) basis is normally assigned duties during the period August 16 to May 15 with no vacation entitlement apart from official University holidays. The academic specialist appointed on an annual basis is assigned duties for a full calendar year or the specified period of appointment and is eligible for stipulated vacation periods and official University holidays.

The principal responsibilities of the academic specialist fall into one or more of three functional areas:

1. Academic Advising/Teaching/Curriculum Development
2. Research
3. Service/Outreach

The academic specialist normally is identified with the one functional area into which the majority of duties fall. Characteristically, the academic specialist performs activities in one or more functional areas in addition to the primary area. The academic specialist has a collegial relationship within the academic community by fostering an exchange of ideas, views, and perspectives. The academic specialist has a responsibility to the University to strive for academic excellence and to be held accountable for academic integrity. The evaluation criteria for a particular position and the individual who fills that position will reflect an appropriately weighted combination of the functional areas that apply.

Guidance for the assignment of academic specialists to one of the three functional areas and on whether a particular position should be placed within the Academic Specialist Appointment System is described in section 2.3.1. **The characteristic duties and responsibilities listed in sections 2.3.2 - 2.3.7 are not intended to supersede the guidelines for specialist placements but only to provide examples of typical activities.**

As noted, each academic specialist is classified as being in one functional area in which the individual expends a relevantly significant amount of effort in assigned duties. The academic specialist routinely will have duties which fall into more than one functional area plus other assignments. The specific description of assigned duties is contained in the job description for the individual position. Reappointment/continuing appointment status and promotion of an individual with responsibilities in multiple functional areas will depend on an appropriately weighted assessment of performance in each area

2.4.1 Guidelines for Specialist Placements

The following guidelines have been developed to describe the major types of specialist appointments and the duties they perform. These guidelines are to assist in making appropriate placements in the specialist system. However, since it is not possible to address every possible situation in the guidelines, each case will be evaluated on its individual merits.

TEACHING/ADVISING/CURRICULUM DEVELOPMENT

Teaching specialists provide instruction for credit courses. Teaching and related class preparation, grading, student evaluation, etc., are substantial and continuing dimensions of ongoing responsibilities (i.e., occupying at least 30% of the time). These specialists are the instructors of record or teach portions of courses on a regular basis entailing the time commitment referenced above. Occasional teaching assignments cannot satisfy assignment to this specialist category.

Advising specialists devote the preponderance of their time (50%+) to advising students on course selection, degree requirements, majors, etc., and/or to other instructional activities, e.g., tutoring, interpreting for students with disabilities or bilingual students, advising on academic developmental needs, and developing instructional strategies to assist academic progress. Advising may include career counseling, but this is incidental to the major focus of course and curriculum advice.

Curriculum development specialists provide content-related support to course, curriculum and/or instructional development activities. At least 30% of time must be devoted to these activities to satisfy assignment to this specialist category.

Beyond the assignments referenced above, time may be spent on research, administration, outreach, or other activities.

RESEARCH

Research specialists take a lead role on research projects, including developing grant proposals, and directing the research project with designation as principal investigator or performing position responsibilities which require a doctorate degree.

In order to hold a Specialist – Research title, one must either: 1) be designated as the PI on a research project, or alternatively, 2) take a lead role on research projects (not as PI but performing duties which require a doctorate degree).

OUTREACH

Outreach specialists are responsible for disseminating the knowledge resources of the University, to meet the knowledge needs of people outside the University.

Their work involves providing non-credit educational programs to off-campus students or client groups, including course development and presentation, and/or providing a linkage for those outside the University to identify and access faculty knowledge, resources, and research results. This can involve technology transfer which provides a linkage between external University, public and faculty research resources to help resolve complex technological issues and/or share technological or scientific knowledge. These duties must involve a time commitment of at least 30%.

In addition to these responsibilities, outreach specialists may be involved in proposal writing, resource identification, and data gathering. Outreach specialists also can be designated as principal investigators. They can be appointed through any college as part of the newly decentralized Lifelong Education Program or through a college which has technological/research resources to share with the outside public.

OTHER CONSIDERATIONS

A specialist's education is at the master's level, or above.

Specialists are appointed in units reporting directly or indirectly to the Provost or the Vice President for Research and Innovation.

The above specialist responsibilities can be contrasted with AP (support staff) positions, which focus on administrative or professional responsibilities, and may include:

- teaching technical skills, technological information, or non-credit courses to other staff or students;
- writing grants or providing research support (but not being designated as the principal investigator or where a doctorate is required).

When evaluating a mixed assignment of specialist and non-specialist work (e.g., part advising, part administrative), an individual must meet one of the percentages specified in the guidelines to be placed as a specialist (e.g., 30% teaching, 30% curriculum development, 50% advising or 30% outreach). An individual with a mixed assignment of two types of specialist work, e.g., 20% advising and 20% curriculum development, would be considered to meet the specialist guidelines if the combined duties meet one of the specified percentages.

Individuals who supervise or direct a specialist function (e.g., supervision of a group of advisors) would typically be categorized as the same type of specialist (unless they hold another academic rank).

2.4.2 Advising/Teaching/Curriculum Development

The academic specialist in this category is actively involved in the instruction/curricular activities of the University. This category is divided into three sub groups: individuals primarily involved in advising students on curricular matters, individuals primarily involved in delivering instruction and individuals primarily involved in curriculum development. The following detailed descriptions provide a suggested array of duties that may be performed by academic specialists; they are not intended as listings of required job duties.

2.4.3 Advising

The academic advising category includes individuals who provide advisement on course options and other academically related matters. These academic specialists have responsibilities in an academic department, school or college or in a unit that serves University-wide populations (e.g., Supportive Services, Undergraduate University Division, Honors College). These persons typically:

- provide advice on course and curriculum selection;
- monitor students' programs;
- recommend certification for graduation;
- maintain contact with advisors in other units;
- provide incidental information on the relationship between course selection and career options;
- refer students, when necessary, to other units in the University for assistance with educational, career and personal concerns;
- participate in activities devoted to the retention of students within University programs;
- provide assistance and guidance to students reentering programs;
- may be involved in instructional activities associated with classes, labs and seminars;
- participate, as required by the unit, in professional development activities, both on and off campus, including conferences, workshops and seminars to enhance the ability and knowledge to perform as an advisor;
- participate in department/school, college and University level committees;
- make a significant professional contribution by making scholarly presentations: present papers, lectures or workshops on campus or beyond related to academic advising or training;
- assume leadership roles involving the coordination, supervision and training of new academic advisors.

Examples of Evidence when developing materials for review could include, but not limited to:

- provided advice on course selection and/or degree requirements (sample documentation records include Academic Program Plans (APPs), Electronic Student Academic Folder (ESAF) notes, email exchanges, academic program planning guides, etc.);

- monitored students' program progression to support optimal time to degree/graduation rates (as denoted in data samples, development of academic program planning guides, etc.)
- collaborated and/or consulted with fellow advisors on student success initiatives and showcased efforts
- fostered relationship between course selection and career options by promoting opportunities for student engagement in networking, internships, site visits, study away, etc.; referred students, when necessary, to other units in the University for assistance with educational, career, and personal concerns using targeted outreach methods (e.g., advisor-created campus resource list w/ contacts);
- participated in activities devoted to the retention of students within University programs (e.g., advising campaigns, conference/event attendance, samples of individual and/or group outreach efforts, etc.);
- provided assistance and guidance to students reentering programs and documented efforts to support success;
- crafted instructional materials for advising activities associated with classes, labs and seminars
- made contributions to committee service and leadership at department/school, college, and University levels;
- made contributions through scholarly articles, conference presentations, etc. on campus or beyond;
- assumed leadership and/or mentorship roles involving the support and training of new academic advisors
- developed student-oriented advising tools (e.g., curriculum guides, enrollment matrices, degree requirement check sheets, etc.)
- developed and/or utilized methods to anticipate and identify student needs (e.g., early intervention strategies, targeted responses to EASE reports, etc.)
- demonstrated engagement in professional development through participation in conferences, certifications, trainings, webinars, table talks, etc. to enhance advising knowledge and competency.

2.4.4 Teaching

The academic specialist in this category is involved significantly in providing instruction for credit in classes, labs, seminars, practica and clinical settings. Teaching specialists are significant in providing instruction for credit in classes, labs, seminars, practica and clinical settings.

Teaching and related class preparation, grading, student evaluation, etc., are substantial and continuing dimensions of ongoing responsibilities. These specialists are the instructors of record or teach portions of courses on a regular basis. In general, goals of any teacher should include the following:

- to promote the intellectual maturation and honesty of the student;
- to promote the mastery of the material by the student;
- to provide appropriate testing and evaluation to allow the student to measure his or her mastery of the material;

- to promote the understanding by the student of how the material relates to the discipline, the profession, society, the world and the universe;
- to promote an appropriate climate for diversity in the classroom and other instructional settings;
- to increase the teacher's mastery of the subject material and the level, breadth and depth of topics taught.

Specifically, the academic specialist or teacher may perform one or more of the following duties:

- teach/assist in teaching credit courses involving classes, labs, seminars, lectures, demonstrations, etc.;
- supervise/train/evaluate students in a practicum or clinical setting;
 - o supervise/train/evaluate teaching assistants and other instructional staff;
- provide continuity over time and assist in the resolution of inquiries and problems, especially in courses involving a large number of faculty or staff;
- participate actively and effectively in the development of curriculum and course content;
- consult with others within the University on matters such as advising and curricular development;
- provide cognitive area outreach to K-12 educational system;
- demonstrate leadership abilities, i.e.,
 - o has influence on teaching programs and curriculum of the department, school or college;
 - o may be the lead teacher in team teaching;
 - o may supervise, train and evaluate other teachers.
- represent the academic unit in curriculum, instructional or governance issues;
- make scholarly contributions in relevant cognitive areas and/or in pedagogy;
- make significant contribution to the advancement of the profession and is so recognized by professional peers.

Examples of Evidence when developing materials for review could include, but not limited to:

- professional development- to increase the teacher's mastery of the subject material and the level, breadth and depth of topics taught
- evidence of participation in high-impact, co-curricular activities
- DEI- promote an appropriate climate for diversity in the classroom and other instructional settings
- grant activity in support of teaching
- mentoring students

2.4.5 Curriculum Development

The curriculum development category includes individuals who plan courses or curricula and typically involves the creation of materials that are used by multiple instructors or that

support the creation of new programs. Usually such responsibilities are undertaken by individuals appointed in colleges, departments, and schools. These persons typically:

- participate and, as relevant, provide leadership in the planning and development of curricula, academic programs, and individual courses;
- participate in the development of instructional materials;
- evaluate research relating to impact of various curricula and instructional techniques on student learning;
- undertake literature reviews, compilation of bibliographies, and assist in gathering up-to-date information and analysis for inclusion in courses and academic programs;
- gather and evaluate curricula and course materials from other institutions to assist in curricula planning and development efforts;
- participate in the development and evaluation of student testing and the evaluation techniques and procedures;
- participate, as required by the unit, in professional development activities, both on and off campus, including conferences, workshops, and seminars to enhance abilities and knowledge in the area of curriculum development;
- make a professional contribution by making scholarly presentations: present papers, lectures, or workshops on campus or beyond related to curriculum development and planning;
- assume, as relevant, leadership roles involving the coordination, supervision, and training of curriculum development specialists;
- represent the unit and college in curriculum planning/development deliberation;
- participate in departmental/school, college and university-level committees.

Examples of Evidence when developing materials for review could include, but not limited to:

- leadership in the planning and development of curricula, academic programs, and individual courses;
- instructional materials that were developed by specialist;
- evaluate research relating to impact of various curricula and instructional techniques on student learning;
- literature reviews, compilation of bibliographies, and assist in gathering up-to-date information and analysis for inclusion in courses and academic programs;
- evaluation of curricula and course materials from other institutions to assist in curricula planning and development efforts;
- development and evaluation of student testing and the evaluation techniques and procedures;
- professional development activities, both on and off campus, including conferences, workshops, and seminars to enhance abilities and knowledge in the area of curriculum development;
- scholarly presentations: present papers, lectures, or workshops on campus or beyond related to curriculum development and planning;
- impact of leadership roles involving the coordination, supervision, and training of curriculum development specialists;

- participation in the unit and college in curriculum planning/development deliberation, and departmental/school, college and university-level committees.
- DEI- promote an appropriate climate for diversity in through curriculum development
- Grant activity or funding in support of curriculum development
- program outcomes and data
- accomplishments or work in the area of Program Review, Program Assessment, Accreditation and learning outcomes assessment
- awards associated with curriculum development
- participation in high-impact, co-curricular activities

2.4.6 Research

The academic specialist appointed in this functional area facilitates scholarly research activity of a national and international stature appropriate for a premier land-grant, AAU university. These individuals must perform a lead role on research projects, including developing grant proposals and directing the research project with the designation as principal investigator and/or in performing position responsibilities which require a terminal degree. Individuals in this category typically:

- promote an appropriate climate for creativity/diversity in the research setting;
- promote and adhere to intellectual and scholarly honesty;
- conduct independent research as a principal investigator or is involved in joint research projects on a co-principal investigator basis;
- may participate in, manage, operate, and/or maintain instrumental facilities, laboratories, computer systems or bureaus conducting research and/or providing service to a wider audience of researchers within the unit, the University, external agencies, or the general research community;
- contribute significantly to the design and execution of experiments and research projects;
- analyze and interpret data;
- contribute directly and indirectly to the research goals and efforts of the unit and/or other University units, external agencies or other external clients;
- may consult with, collaborate with, supervise, train and otherwise support faculty, students, and other clients in the pursuit of research endeavors;
- attract and manage, both individually or in concert with others, resources, i.e., people, funding, materials, etc., necessary to the operation of the individual research project or the research support facility;
- author (or co-author) books, manuscripts, reports and other scholarly instruments reflecting the output of individual research projects and/or research service facilities;
- may serve on graduate student guidance committees;
- present seminars, lectures, papers, posters, etc.;
- may serve as reviewer, editor for journals or other publications;
- may serve as a consultant in the professional field;
- play a key role in securing funding for research activities and equipment;

- is well known and respected outside of Michigan State University and has established a sustained record of important contributions to research proposals, reports, papers, monographs, books or other publications.

Examples of Evidence when developing materials for review could include, but not limited to:

- conducting and overseeing research /creative projects,
- of application for internal or external funding/grant proposals,
- of publications, performances, productions, exhibits, events, and/or showings, and other related scholarly/creative activities from the evaluation period;
- evidence of participation in, organization of, or leading of research/creative activities (e.g., conferences, performances, exhibits) on or off campus, or in professional organizations and the general research community,
- evidence of student or faculty/academic staff support or mentoring,
- of laboratory supervision,
- of undergraduate or graduate committee service,
- of honors or awards.
- dissemination of research findings such as conference presentations, guest lectures, workshops, other, and pertinent creative or research-related outreach,
- Cross-unit collaboration (internal and/or external)

2.4.7 Service/Outreach

The academic specialist appointed in this functional area facilitates service/outreach (public service) activities of state, regional, and national stature appropriate for a premier land-grant university. While the service/outreach (public service) mission of this University originated in the area of agriculture and the mechanic arts, this emphasis now has broadened to encompass fields such as health, human relations, business, communications, education and government, and extends to urban and international settings. The individual appointed in this category typically:

- effects and promotes the transfer of information, knowledge and expertise from the University to the general public;
- is committed to leadership and excellence in the delivery of technical and educational information and knowledge to off-campus clientele;
- promotes an appropriate climate for diversity in the service/outreach settings;
- develops independent projects/programs or is involved in projects directed by others;
- consults with, collaborates with, supervises, trains and otherwise supports faculty, students and other clientele in the development of service/outreach programs;
- may manage, consult, direct, operate or maintain diagnostic facilities, laboratories, computer systems or bureaus conducting research, and/or providing services to external agencies and the general public;

- authors resource materials, technical fact sheets, reports, manuals, computer programs, manuscripts, books and other educational publications on technology and/or applied research for distribution to the public;
- presents non-credit seminars, lectures, workshops, training, etc. for off-campus client groups;
- writes grants, individually and cooperatively, and manages resources, i.e., people, funding, materials, etc. necessary to carry out service/outreach programs and projects;
- may serve as reviewer for grants and publications and/or editor for newsletters and other publications;
- disseminates to students/professionals/clientele groups relevant research findings and technical information for practical application;
- conduct needs assessment studies and applied research with the ability to work out appropriate solutions for the people and groups involved;
- may be a liaison with, respond to requests from, and/or develop cooperative programs with other universities, agencies and organizations as well as the general public;
- provides program leadership and coordination in the development, execution, monitoring, evaluation and reporting of service/outreach programs;
- assumes significant roles in peer group organizations and professional societies;
- obtains recognition within the University, college, professional groups.

Examples of Evidence when developing materials for review could include, but not limited to:

- transfer of information, knowledge and expertise from the University to the general public;
- leadership and excellence in the delivery of technical and educational information and knowledge to off-campus clienteles;
- diversity in the service/outreach settings;
- independent projects/programs or is involved in projects directed by others;
- consulted collaboration, supervised, trained faculty, students and other clientele in the development of service/outreach programs;
- managed, consulted, directed, operated or maintained diagnostic facilities, laboratories, computer systems or bureaus conducting research, and/or provided services to external agencies and the general public;
- authored resource materials, technical fact sheets, reports, manuals, computer programs, manuscripts, books and other educational publications on technology and/or applied research for distribution to the public;
- presented non-credit seminars, lectures, workshops, training, etc. for off-campus client groups;
- written or submitted grants, individually and cooperatively, and manages resources, i.e., people, funding, materials, etc. necessary to carry out service/outreach programs and projects;
- reviewed for grants and publications and/or editor for newsletters and other publications;

- disseminated to students/professionals/clientele groups relevant research findings and technical information for practical application;
- conducted needs assessment studies and applied research with the ability to work out appropriate solutions for the people and groups involved;
- liaised or developed cooperative programs with other universities, agencies and organizations as well as the general public;
- provided program leadership and coordination in the development, execution, monitoring, evaluation and reporting of service/outreach programs;
- assumed significant roles in peer group organizations and professional societies;
- recognized within the University, college, professional groups.

2.4.8 Administrative Responsibilities

An individual appointed in the Academic Specialist Appointment System, in accordance with the Guidelines for Specialist Placements, may also serve in administrative roles related to their functional assignments as an academic specialist. This may involve significant responsibilities in promoting and contributing to the efficient and effective management of the applicable unit or program with the related responsibility of attracting and managing resources, funding, material and/or people to achieve unit/program goals and to maintain administrative accountability. The individual with an appropriate assignment as an academic specialist in one or more of the three previously designated functional areas may be assigned such administrative duties with a relevant title in addition to designation as an academic specialist or senior academic specialist. Examples of such titles could be Assistant to the Dean/Chairperson/Director, Coordinator, plus other relevant academic administrative titles. As is the case for other academic unit administrators, as relevant, such administrative assignments may involve an annual appointment basis and the assignment of an administrative salary increment.

2.4.9 Principal Investigator

Academic specialists may share the right and responsibility to do research and be involved in creative activity. As a corollary of this fact, the academic specialist may serve as principal investigator or co-investigator in the development, submission, acceptance, and execution of grants with the approval of the department, college and Office of the Vice President for Research and Graduate Studies.

2.4.10 Guidance and Examination Committees

Guidance committees serve pursuant to the provisions contained in Graduate School Catalog.

2.4.11 Search Committees for Specified University-Level Administrators

Academic Specialists are eligible to participate in the selection of specified University level administrators as provided in the “Procedures for Faculty and Student Participation in the Selection of Specified University Level Administrators”, as contained in the Faculty Handbook.

This involvement consists of membership on advisory committees to the President/or the Provost that assist in the selection of the listed administrators.

2.4.12 Grievance Panels

Grievance panels at unit level only if explicitly permitted by the unit's procedures.

2.5 Academic Specialist Advisory Committee (ASAC)

An Academic Specialist Advisory Committee is established to provide a governance structure for the academic specialist community. The Committee shall advise the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs on matters relating to the Academic Specialist Appointment System and other relevant issues of mutual concern. The Committee shall meet at least once a semester and more frequently at the call of the Committee chairperson, a simple majority of the Committee or the Associate Provost and Associate Vice President for Academic Human Resources.

The Committee shall be composed of up to fourteen members, with representatives from each of the functional areas (research, outreach, teaching, advising, and curriculum development); at least one Committee position will be elected from academic specialists who hold fixed term appointments. Additionally, up to three academic specialists will be appointed by the Associate Provost and Associate Vice President for Academic Human Resources, in consultation with the Advisory Committee, to provide diversity and balance. The Associate Provost and Associate Vice President for Academic Human Resources and his/her staff member(s) shall be ex officio members of the Advisory Committee. The Advisory Committee's composition shall ensure that at any one-time academic specialists with assignments of teaching, advising, curriculum development, research, public service/outreach and appointment on a fixed term basis are represented on the Committee.

The distribution of elected positions on the Academic Specialist Advisory Committee among the functional areas reflects the current distribution of academic specialist appointments; at six year intervals, a review will be made of the pattern of academic specialist appointments to accommodate any changes in the distribution of academic specialists among the various functional areas.

Nominations and elections shall be administered during the spring semester by the Office of the Secretary for Academic Governance, in consultation with the Office of the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs. Advisory Committee members shall serve three-year terms on a staggered basis; appointed Committee members serve a one-year term. A limit of two consecutive three-year elected terms shall apply; an individual may only serve six consecutive one-year appointed terms. All academic specialists with continuing, probationary, and fixed term appointment status as of January 1 of the year of the election are eligible to be nominated and to vote in advisory committee elections.

The Bylaws of the Academic Specialist Advisory Committee provide additional detailed information about Committee membership and nomination and election procedures. Copies of the bylaws are available from the Associate Provost and Associate Vice President for Academic Human Resources.

Finally, the University strongly recommends that the academic specialist be extended governance enfranchisement at the college and other administrative unit levels by individual units pursuant to the [Bylaws for Academic Governance](#).

3.0 University Policies

3.1 Equal Opportunity and Non-Discrimination

The following policy was approved by the Board of Trustees in 1935 and amended on October 28, 1977.

Michigan State University is committed to the principles of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status. The University is an Affirmative Action, Equal Opportunity Employer.

In carrying out this commitment, the University is guided by the policies adopted by the Board of Trustees and by federal and state laws and regulations that may apply to the University. These may include:

- Titles VI and VII of the Civil Rights Act of 1964 prohibiting discrimination in the provision of services and employment on the basis of race, color, religion, national origin or gender.
- Title IX of the Education Amendments of 1972 prohibiting discrimination against students and employees on the basis of gender.
- Age Discrimination Act of 1975 prohibiting discrimination on the basis of age in programs or activities receiving federal financial assistance.
- Age Discrimination in Employment Act of 1967 prohibiting discrimination in employment on the basis of age.
- Equal Pay Act of 1963 prohibiting discrimination in salaries on the basis of gender.
- Title VIII of the Public Health Service Act prohibiting discrimination in the admission of students in health personnel training programs on the basis of gender.
- Sections 503 and 504 of the Rehabilitation Act of 1973 prohibiting discrimination on the basis of disability in any program or activity receiving federal financial assistance and requiring the facilitation of the employment of individuals with disabilities.
- Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 requiring affirmative action in the employment of disabled and Vietnam-era veterans.
- Retirement Equity Act of 1984 requiring pension equity.

- Michigan Elliott-Larsen Civil Rights Act prohibiting discrimination on the basis of age, sex, height, weight, religion, race, color, national origin, familial status, or marital status.
- Michigan Persons with Disabilities Civil Rights Act prohibiting discrimination against persons with disabilities and prohibiting discrimination based on genetic information that is unrelated to individual's ability to perform the duties of a particular job or position.
- Americans with Disabilities Act of 1990 prohibiting discrimination against individuals with disabilities.

The responsibility for overall coordination, monitoring and information dissemination about the University's program of equal opportunity, non-discrimination and affirmative action is assigned to the Office of Inclusion and Intercultural Initiatives (I3) (<http://www.inclusion.msu.edu/>). The Office of Institutional Equity (OIE) is responsible for the University's compliance with federal and state laws and University policies and procedures regarding discrimination, harassment, relationship violence, stalking, and sexual misconduct (<https://oie.msu.edu/>).

3.2 Anti-Discrimination Policy

The following policy was approved by the Board of Trustees on April 9, 1993 and revised on December 5, 2003, April 13, 2007, and October 30, 2015.

Article I. Purpose

Michigan State University's scholarly community-building efforts occur within the context of general societal expectations, as embodied in the law. The University, consistent with its policies and governing law, promotes institutional diversity and pluralism through mechanisms such as affirmative action, within an over-arching strategy promoting equitable access to opportunity. The University's commitment to non-discrimination is the foundation for such efforts.

Article II. Applicability

This policy states expectations for institutional and individual conduct. It applies to all University community members, including faculty, staff, students, registered student organizations, student governing bodies, and the University's administrative units, and to the University's contractors in the execution of their University contracts or engagements,¹ with respect to the following:

1. All educational, employment, cultural, and social activities occurring on the University campus;
2. University-sponsored programs occurring off-campus, including but not limited to cooperative extension, intercollegiate athletics, lifelong education, and any regularly scheduled classes;
3. University housing; and

4. Programs and activities sponsored by student governing bodies, including their constituent groups, and by registered student organizations.

Article III. Prohibited Discrimination

Unlawful acts of discrimination or harassment are prohibited.

In addition, the University community holds itself to certain standards of conduct more stringent than those mandated by law. Thus, even if not illegal, acts are prohibited under this policy if they² :

1. Discriminate against any University community member(s) through inappropriate limitation³ of employment opportunity⁴, access to University residential facilities, or participation in educational, athletic, social, cultural, or other University activities on the basis of age, color, gender, gender identity⁵, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight; or
2. Harass any University community member(s) on the basis of age, color, gender, gender identity, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight.

These prohibitions are not intended to abridge University community members' rights of free expression or other civil rights.

Article IV. Informal Resolution

Informal resolution of disputes, through consultation provided by offices serving the University, is encouraged.⁶ Informal resolution is typically used when a claimant asks to participate in an informal resolution, requests anonymity, does not consent to participation in an investigation, or the alleged conduct, even if it does not rise to the level of a policy violation, suggests the need for remedial, educational, or preventive action. Participation in informal resolution is voluntary, and either party may terminate the informal resolution process at any time. If a party terminates attempts at informal resolution, or the parties are unable to resolve the matter informally, a formal review of the complaint will begin.⁷

Article V. Complaints and Investigations

Complaints under this Policy are processed and investigated by the Office of Institutional Equity (OIE) pursuant to the OIE Complaint Procedures. Allegations involving gender discrimination, including sexual and gender-based harassment, assault, and violence, are processed and investigated pursuant to the Relationship Violence & Sexual Misconduct (RVSM) Policy.

CONTACT INFORMATION:
Office of Institutional Equity
Olds Hall
408 W. Circle, Room 4
Michigan State University
East Lansing, MI 48824

(517) 353-3922
ois@msu.edu
www.ois.msu.edu

The University investigates complaints involving conduct occurring at the locations, programs, and activities listed in Article II above. The University also investigates complaints of conduct occurring off-campus, even if not occurring in the context of a University program or activity, if the alleged conduct creates or contributes to a hostile environment on campus.

Article VI. Violations of the Policy

Violations of the policy may result in disciplinary action pursuant to the applicable student conduct or employee disciplinary process. Discipline may include, but is not limited to, suspension or dismissal for students or employees.

Article VII. History

This Policy was approved by the Board of Trustees on April 9, 1993 and revised on December 5, 2003, April 13, 2007, and October 30, 2015.

This document is currently pending approval from the U.S. Department of Education, Office for Civil Rights.

Footnotes:

¹ This policy does not apply to the conduct of a contractor's internal affairs, nor does it apply to the conduct of contractual engagements to which the University is not a party.

² The Anti-Discrimination Policy Users' Manual, University ordinances, and written policies provide guidance on the conduct prohibited by Article III of this Policy.

³ Limitations are inappropriate if they are not directly related to a legitimate University purpose. The Anti-Discrimination Policy Users' Manual provides additional guidance on inappropriate limitation as defined by this Policy.

⁴ For purposes of this policy, "employment opportunity" is defined as job access and placement, retention, promotion, professional development, and salary.

⁵ For the purposes of this Policy, the reference to "gender identity" shall be interpreted to include protection against gender stereotyping based on a person's gender expression. In other words, gender stereotyping is impermissible discrimination or harassment based on a failure to conform to stereotypical gender norms.

⁶ Consultation with one or more of the following may be useful:

- the chairperson, director, or dean of the relevant unit,
- supervisory support personnel,
- the Title IX Coordinator or Deputy Title IX Coordinator for Investigations,
- the ADA Coordinator,
- the Office for Inclusion and Intercultural Initiatives
- the Ombudsperson,
- the Faculty Grievance Official,
- REHS staff,
- faculty or staff academic advisors, and

- the MSU Counseling Center.

⁷ The availability and appropriateness of information resolution involving claims of gender discrimination, including sexual and gender-based harassment, assault, and violence, is governed by the Relationship Violence & Sexual Misconduct (RVSM) Policy.

The Office of Institutional Equity (OIE) is responsible for the University's compliance with federal and state laws and University policies and procedures regarding discrimination, harassment, relationship violence, stalking, and sexual misconduct (<https://oie.msu.edu/>).

3.3 Disability & Veteran Self-Identification

All applicants and hires to university positions are invited to self-identify regarding veteran and disability status pre-offer and post-offer, in accordance with federal record keeping requirements. In addition, every three years faculty and academic staff are invited to self-identify regarding veteran and disability status by participating in a university-wide survey. Participation in the survey is voluntary and allows all faculty and academic staff to update their veteran and/or disability status. Under state and federal laws, qualified individuals with a disability have the right to request and receive reasonable accommodation.

Surveys are conducted by the Offices of Academic Human Resources and Human Resources. The data is used to evaluate MSU's efforts in providing equal access, promotional and equal employment opportunity to individuals in these groups.

3.4 University Policy on Relationship Violence & Sexual Misconduct

UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE & SEXUAL MISCONDUCT

The Sexual Harassment Policy was issued by the Office of the President on September 1, 1992 and revised in May 1999, January 2011, and June 2011. The Office of the President issued this expanded Relationship Violence & Sexual Misconduct Policy on January 1, 2015. The Policy was revised on September 8, 2015, August 31, 2016, August 30, 2017, August 31, 2018, and February 8, 2019.

[University Policy on Relationship Violence & Sexual Misconduct \(PDF\)](#)

- [Appendix A: Glossary \(PDF\)](#)
- [Appendix B: MSU Police Department Information Forms \(PDF\)](#)
- [Appendix C: Michigan Criminal Statutes \(PDF\)](#)
- [Appendix D: Flow Chart: MSU Sexual Assault Program Process Overview \(PDF\)](#)
- [Appendix E: Flow Chart: MSU Safe Place Process Overview \(PDF\)](#)
- [Appendix F: Flow Chart: MSUPD Sexual Assault Investigation Process \(PDF\)](#)
- [Appendix G: Flow Chart: OIE Formal Complaint Process \(PDF\)](#)
- [Appendix H: Description of MSU Sanctions and Discipline \(PDF\)](#)
- [Appendix I: ADP/RVSMP Appeal Procedures \(PDF\)](#)

Revision history:

1/3/20 - updated Policy and Appendix I: ADP/RVSM Appeal Procedures
1/8/2018 - Policy revised, Appendices A, B, C, I, K and M updated.
9/15/2017 - Appendix C updated.
8/30/2017 - Policy revised, appendices re-ordered and added.
5/25/2017 - Appendix J revised.
4/26/2017 - Appendix J updated.
2/22/2017 - Policy updated.
2/01/2017 - Addition of Appendix J- Faculty and Academic Staff Appeal Procedures.
10/4/2016 - Policy and Appendix H updated.
9/06/2016 - Appendices A and I updated.
8/31/2016 - Policy and Appendix H updated.
10/01/2015 - Appendix H updated.
9/8/2015 - Policy and appendices revised.
5/4/2015 - Appendix A updated.

3.5 Academic Freedom

Michigan State University adheres to the principles of academic freedom with correlative responsibilities as stated by the American Association of University Professors, the Association of American Colleges and other organizations:

Teachers¹ are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.²

Footnotes:

¹The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

²"1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," AAUP Policy Documents and Reports, 1995.

3.6 Consensual Amorous or Sexual Relationships with Students

This policy was approved by the Board of Trustees on November 8, 1996 and revised June 21, 2019.

I. Introduction

Michigan State University's mission includes "providing outstanding undergraduate, graduate, and professional education to promising, qualified students in order to prepare them to contribute fully to society as globally engaged citizen leaders." The student, as a member of the academic community, has both rights and duties. Within that community, the student's most essential right is the right to learn. The University has a duty to provide for the student those privileges, opportunities, and protections which best promote the learning process in all its aspects.[1]

The relationship between an instructor[2] and a student plays an important role in accomplishing this mission. Certain responsibilities bestowed upon instructors have long been codified in the *Faculty Rights and Responsibilities* policy:

The teacher has the responsibility to encourage the pursuit of learning by students by manifesting the best academic standards of the discipline or profession. To accord students respect as individuals, the teacher shall seek to establish a relationship of mutual trust and to establish an appropriate role as an intellectual guide, counselor and mentor, both in and out of the classroom.

The establishment and maintenance of the proper relationship between instructor and student are fundamental to the University's function and require both the instructor and student to recognize the rights and responsibilities which derive from it. The relationship between instructor and student as individuals should be founded on mutual respect, trust and understanding, together with shared dedication to the educational process.[3]

Instructors carry a responsibility to students, colleagues, the scholarly community, and the public to perform their duties in a professional, respectful, and collegial manner[4], and must do so with a commitment to honoring the highest ethical standards. They are regarded as guardians of the University, charged with preserving in it the privilege of teaching students which society has entrusted to their care.

To achieve and maintain an environment in which a student's rights can be fully realized requires an academic community that values and honors the principles of inclusivity, civility, respect, and professionalism. The University is committed to creating a safe learning environment free of conflicts of interest in achieving its educational mission.

It is therefore recognized by Michigan State University that consensual amorous and sexual relationships between instructors and students are counterintuitive to these rights and responsibilities, to the environment desired, and in upholding the mission of the University. Such personal relations undermine the integrity of the instructor and student relationship. There is an inherent power differential between instructors and students making consensual amorous and sexual relationships between instructors and students fundamentally unequal.

II. Purpose

The purpose of this policy is to ensure that Michigan State University's learning environment reflects our moral and ethical responsibility to manage the power differential that exists when there are consensual amorous and sexual relationships between instructors and students.

III. Applicability

This Policy applies to faculty, academic staff, and graduate teaching assistants.

IV. Definitions

A. Consensual amorous or sexual relationships: Relationships of a romantic, dating, and/or sexual nature entered into with consent of both parties. These relationships may or may not involve physical contact, and can include digital relationships via text, social media, etc. This definition also covers past relationships.

B. Educational responsibility: The power or authority to evaluate, influence, provide, or control aspects related to a student's education or professional development. Covered activities include, but are not limited to, teaching, grading, mentoring, advising, evaluating research or other academic activity, serving on a student's dissertation committee, participating in decisions or recommendations regarding funding or other resources, clinical supervision, and recommending for admissions, employment fellowships, or awards.

V. Policy

A. Undergraduate Students

An amorous or sexual relationship between an undergraduate student and a faculty member, academic staff member, or a graduate teaching assistant may impair or undermine the ongoing trust needed for effective teaching, learning and professional development. Because of the faculty or academic staff member's authority or power over the student, inherently conflicting interests and perceptions of unfair advantage arise when a faculty, academic staff member, or graduate teaching assistant assumes or maintains educational responsibility for a student with whom the faculty or academic staff member has or is engaged in amorous or sexual relations.

Such consensual amorous or sexual relationships, even absent any educational responsibility, may lead to unanticipated conflicts of interest since an instructor's influence and power may extend beyond the classroom or department. Due to the institutional power differential in instructor and undergraduate student relationships, there is the inherent risk of coercion and the perception by others of exploitation.

It is, therefore, the policy of Michigan State University that any amorous or sexual relationships between an undergraduate student enrolled at the University and a faculty member, academic staff member, or graduate teaching assistant is prohibited, as follows:

1. For faculty and academic staff members, this prohibition covers all relationships, regardless of whether the faculty or academic staff member has educational responsibility over the undergraduate student. Where relationships predate the enrollment of the undergraduate student at Michigan State University, the faculty or academic staff member must immediately disclose the amorous or sexual relationship to the relevant unit administrator. The unit administrator shall promptly consult with the dean/director and the Associate Provost and Associate Vice President for Academic Human Resources, who will review the circumstances surrounding each relationship on

a case-by-case basis. If permitted, a management plan will be developed. This plan must be evaluated annually between the unit administrator and the faculty or academic staff member.

2. For graduate teaching assistants, this prohibition only applies with respect to undergraduate students over whom they have educational responsibility. Thus, graduate teaching assistants must not begin a relationship with undergraduate students for whom they have educational responsibility. When such amorous or sexual relationships predate the assumption of educational responsibility for the undergraduate student, the graduate teaching assistant shall immediately disclose the amorous or sexual relationship to the relevant unit administrator, who shall promptly arrange other oversight for the student.

B. Graduate Students and Graduate Professional Students (hereafter referred to collectively as graduate students)

A power differential also exists in relationships between a graduate student and a faculty or academic staff member.

It is therefore the policy that faculty and academic staff are prohibited from engaging in a consensual amorous or sexual relationship with a graduate student over whom there is educational responsibility.

Where the relationship predates the faculty or academic staff member's assumption of educational responsibility for the graduate student, the faculty or academic staff member shall immediately disclose the amorous or sexual relationship to the relevant unit administrator. The relevant unit administrator, in consultation with the dean and Academic Human Resources, shall promptly arrange other oversight for the student. This oversight plan must be evaluated annually between the unit administrator and the faculty or academic staff member.

C. Lifelong students and other learners

The University provides education to lifelong students and others who are not classified as undergraduate, graduate, or graduate professional students.

It is, therefore, the policy of Michigan State University that a faculty, academic staff member, or graduate teaching assistant who currently has educational responsibility for a lifelong student or other non-undergraduate or non-graduate student at the University may not begin a relationship with that student when they have educational responsibilities over the student.

A faculty, academic staff member or graduate teaching assistant shall immediately disclose the amorous or sexual relationship to the relevant unit administrator where the relationship predates their assistant's assumption of educational responsibility for the student. The relevant unit administrator shall promptly arrange other oversight for the student in consultation with the dean and Academic Human Resources. Such oversight is to be evaluated annually.

D. Post-Doctoral Fellows (i.e. Research Associates)

Consensual amorous or sexual relationships between faculty and academic staff and post-doctoral fellows (i.e. research associates) over whom there is educational responsibility are prohibited. Where such a relationship predates the assumption of educational responsibility,

the faculty or academic staff member shall immediately disclose the relationship with the relevant unit administrator, who shall develop an oversight plan in consultation with the dean and Academic Human Resources, to be evaluated annually.

VI. Exceptions to this Policy

No exceptions will be made in circumstances where the instructor has educational oversight for the student. In other words, an instructor may not, under any circumstances, be in a relationship with a student for whom they have educational responsibility. However, the University recognizes that rare, unique, and/or unusual circumstances may warrant evaluation of an exception to the prohibition of undergraduate student relationships with a faculty or academic staff member (e.g., a faculty member's spouse/partner enrolls as an undergraduate student). It is the responsibility of the faculty or academic staff member to initiate an exception request as soon as possible. These requests will be evaluated by the unit administrator, in consultation with the dean and the Associate Provost and Associate Vice President for Academic Human Resources, on a case-by-case basis. Any exceptions granted must be evaluated annually.

VII. Implementation of Policy

This policy was implemented on June 21, 2019. Existing relationships that are now prohibited under this policy (i.e., undergraduate student and faculty and academic staff member relationships) and relationships subject to the new disclosure requirements of this policy must be disclosed to the relevant unit administrator within thirty (30) days of the effective date of this policy. The unit administrator shall promptly consult with the dean/director and the Associate Provost and Associate Vice President for Academic Human Resources, who will review the circumstances surrounding each relationship on a case-by-case basis. If permitted, a management plan will be developed.

VIII. Record-Keeping

The unit administrator (e.g. department chairperson, school director, dean of a non-departmentally organized college) must retain records related to the disclosed conflict, management plans, and alternative arrangements made for educational oversight for the student. Documents must be maintained according to University retention policies.

IX. Violations

Failure to comply with this policy will be considered a violation of policy and is subject to appropriate disciplinary action up to and including termination.

X. Relation to Other Policies

This policy is not intended to replace or circumvent other established University policies such as the [Conflict of Interest in Employment Policy](#) and the [Relationship Violence and Sexual Misconduct Policy](#).

3.7 Conflict of Interest in Employment

The following policy was approved by the Board of Trustees on December 8, 1995 as a replacement for the Employment of Relatives policy.

Standards for hiring, promotion, reappointment, evaluation, working conditions, responsibilities, salary and termination for all employees at Michigan State University are based

on ability, qualifications for the position, and performance. Relationship (meaning connection between persons, hereinafter referred to as "relatives," by blood, marriage, adoption, domestic partnership, or other personal relationship in which objectivity might be impaired) to another individual employed by the University shall not constitute a bar to hiring, promotion or reappointment; provided, however, that no employee shall be under the direct supervision or control of a "relative." Employment of "relatives" in the same unit or department or under the same supervisor is authorized only with the prior written approval of the head of the unit or department and the Office of the Provost or the Office of Human Resource Services, as appropriate. In addition, "relatives" should not participate in roles which have the potential for influencing employment decisions, e.g., peer review.

General Principles:

1. To avoid possible conflicts of interest, any dean, director, chairperson/supervisor or participant in peer or administrative review procedures who is a "relative" of an employee or job applicant must not participate either formally or informally in decisions (including rendering advice on decisions) on personnel matters affecting the "relative," including, but not limited to, decisions to hire, retain, promote or determine the salary.
2. In cases where a chairperson/supervisor has primary responsibility for evaluation or for assignment of duties (e.g., a department chairperson's supervision of faculty in the department), no employee may supervise a "relative." An appropriate individual must be designated by a higher level of administrator (e.g., dean, director, provost, vice president, president) to perform the functions of chairperson/supervisor in decisions to hire, retain, promote, assign duties or set the salary of the individual "related" to the chairperson/supervisor.
3. Within the limitations set forth above, individuals "related" to other MSU employees have all general rights extended to employees in comparable positions. For example, a faculty member has the right to serve on a departmental peer review committee even though a "relative" will be considered by the committee; the faculty member, however, would not participate in the review of the "relative."
4. Supervision and evaluation procedures, even when altered, should ensure comparable treatment of employees.
5. In circumstances which have the potential for the conflicts of interest referenced in item #1, above, individuals have the responsibility for disclosing that a conflict of interest may exist to the department chairperson, school director, dean or other relevant administrator or supervisor; the specifics of the potential conflict do not have to be provided.

Decisions about individual cases should be made on the basis of these principles. In cases where the application of a principle is disputed, the administrator/supervisor at the next level may be asked to assist in resolution. The Office of the Provost/Office of the Vice President for Finance and Operations has final approval regarding application of the general principles to particular cases.

3.8 Drugs and Alcohol

The following policy was approved by the Board of Trustees on October 12, 1990.

Consistent with state and federal law, Michigan State University will maintain a workplace free from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance.¹ The unlawful manufacture, distribution, dispensation, possession or use of controlled substances, illicit drugs and alcohol are prohibited on any property under the control of and governed by the Board of Trustees of Michigan State University, and at any site where work is performed by individuals on behalf of Michigan State University.

Pursuant to applicable University procedures governing employee discipline, any employee involved in the unlawful use, sale, manufacturing, dispensing or possession of controlled substances, illicit drugs and alcohol on University premises or work sites, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.

The employee must notify the University of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction. Failure to provide such notice will subject the employee to discipline up to and including dismissal pursuant to applicable University procedures governing employee discipline. The employee shall notify his/her immediate supervisor, who will report the incident to the Office of Human Resources, Academic Human Resources or Student Employment Office.

Michigan State University supports, and sponsors programs aimed at the prevention of substance abuse by University employees. The Employee Assistance Program provides preventative programs and counseling for employees experiencing substance-dependency problems. Assistance is available on a voluntary basis. Leaves of absence to obtain treatment may be obtained under the medical leave provision of the appropriate labor contract or policy.

Footnote:

¹ Five schedules of controlled substances are defined in the comprehensive Drug Abuse Prevention and Control Act of 1970, 21. U.S.C. 812.

3.9 Endorsements, Sponsorship, and Advertising

The following policy was approved by the Board of Trustees on April 11, 1997.

As a publicly supported institution of higher education, Michigan State University must be operated in the public trust. Each unit of the University and every University employee is responsible for protecting the integrity of the name of the University.

The University recognizes that many of its activities provide potential sources of revenue through legitimate and worthwhile opportunities for sponsorship, advertising and promotion of entities and their products and services. While this revenue can be beneficial to the University community and in turn to the State of Michigan, the University's reputation and image are paramount and must be protected.

Endorsements

No official University publication or statement and no activity carried out in the name of the University, or by any individual officially acting on behalf of the University, shall constitute or be construed as a University endorsement of any commercial product or service. Further, sponsorship and advertising consistent with this policy are not intended and shall not be deemed to constitute the University's endorsement of related commercial products or services.

Sponsorship, Advertising

The University may extend the following donor and sponsorship acknowledgment, advertising and promotion opportunities to non-University entities:

1. Sports, Performing Arts and Similar Activities. Sponsorship recognition and advertising on programs, tickets, uniforms, equipment, banners, or other media or fixed or electronic recognition panels used in conjunction with University sports, performing arts and similar activities which may be attended by the public on a complimentary or fee basis.
2. Public Broadcasting. Sponsorship recognition and advertising on public broadcasting programs in accordance with applicable federal public broadcasting regulations.
3. Other Academic Functions
 - a. Acknowledgment by the University of donors who provide substantial resources which make structures, facilities or programs possible, provided that acknowledgment through naming opportunities shall be subject to the University's policy on naming gifts.
 - b. Acknowledgment of gifts and grants where such recognition is limited to information necessary to identify the donor and the nature or purpose of the gift.
 - c. Acknowledgment of the cost underwriting of conference and other academic programs by a commercial donor, provided that such donor acknowledgment is limited to an appropriately modest statement of identification.

Administration

The Office of the Secretary of the Board of Trustees is responsible for the implementation of this policy. Requests for interpretations of the policy shall be referred to that Office. Prior approval of the Board of Trustees shall be required to erect permanent and substantial structures for purposes of commercial recognition. Those responsible for any activity subject to

this policy shall exercise reasonable judgment and taste in the acceptance of sponsorship and advertising and consider health implications of products to be advertised.

3.10 Firearms

The following policy was issued by the Office of the Provost on November 20, 2001.

1. **Applicability**

This Policy applies to all members of the University workforce.

2. **Definitions**

1. For the purposes of this Policy only, "workforce" is defined as employees, volunteers, trainees, and other persons whose conduct in the performance of work for the University is under the direct control of the University, whether or not the individual is paid by the University. "Workforce" may include individuals who fall within one or more of the following classifications: executive management, faculty, academic staff, adjunct faculty, clinical faculty, support staff (including regular, temporary, and on-call), student employee, graduate teaching assistant, graduate research assistant, post-doctoral fellow, leased employee, contract employee, or volunteer.
2. For the purposes of this Policy only, "firearm" is defined as a weapon from which a dangerous projectile may be propelled by an explosive, or by gas or air.

3. **Prohibition**

Except as otherwise provided below, members of the University workforce are prohibited at any time while on any property owned, leased, or otherwise controlled by the University, or elsewhere in the course of their employment with the University, from possessing or using any firearm. This Policy applies regardless of whether the member of the workforce has a concealed weapon permit or is otherwise authorized by law to possess, discharge, or use a firearm.

4. **Exceptions**

The prohibition in this Policy does not apply:

1. to a peace officer who is a member of the University's Department of Police and Public Safety, who is regularly employed by the University, and who has been authorized by the Director of the Department of Police and Public Safety to carry firearms as outlined by Department of Police and Public Safety policy; or
2. to a certified Michigan peace officer; or
3. when the Director of the Department of Police and Public Safety has waived the prohibition based on extraordinary circumstances. Any such waiver must be in writing, signed by the Director, and must define its scope and duration.

5. Violations

Members of the workforce who violate this Policy may be subject to discipline, up to and including termination.

3.1 Indemnification

The following policy was approved by the Board of Trustees on March 15, 1974 and revised on September 2, 1983 and August 31, 2018.

Michigan State University will support its trustees, officers, faculty, and staff when acting in the good faith performance of assigned duties on behalf of the University. This policy also applies to students while engaged in approved academic programs and volunteers who are performing services in good faith for the University with prior written approval of the appropriate University official. Authority for decisions about the application or revocation of indemnification rests with the President, except when such decisions involve indemnification of the President or individual Trustees. In such situations, decisions about the application or revocation or indemnification rests with the Board of Trustees.

The University will defend, save harmless, and indemnify such persons against any suit or proceeding, wherever brought, premised upon the fact that he or she is or was a member of the Board or an officer, employee, student, or volunteer of the University. The indemnity extends to expenses including attorney fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred, and with respect to any criminal action or proceeding where such person had no reasonable cause to believe that his or her conduct was unlawful. The University shall have sole authority over litigation and settlement strategies and decisions for any suit or proceeding for which the University is providing legal defense, representation and indemnification to the person. In proceedings in which both the University and an employee are parties, the University shall have the sole discretion to determine when a conflict of interest exists between the University and the employee such that separate representation of the employee shall be provided by the University.

As a condition of indemnification, the trustee, officer, employee, student, or volunteer is required to cooperate fully on a continuous basis with the legal counsel selected by the University, as well as the University Attorney. Persons may, at their own expense, retain their own legal counsel rather than avail themselves of this policy. In such a situation, the University will not indemnify the person for any settlement, judgment, or expense incurred. This policy does not apply to a person's involvement in internal University proceedings. The University reserves the right to revoke its initial decisions and defend and indemnify a person based upon information received subsequent to that decision.

3.12 Questionnaires

In order to insure consistency in the reporting of data to state and federal agencies and to other colleges and universities, it is requested that all questionnaires requiring data for the

entire University be referred to the Office of Planning and Budgets (OPB). This office will consider whether the data are readily available and whether they should be released to the inquiring agent. Data requests or questionnaires relating primarily to a subunit of the University may be filled out by that subunit, but any items which require all University data should be cleared with OPB. Although the office is not always in possession of the necessary data, referral to the appropriate office or person can be made, or in cases where justifiable, arrangements may be made to collect the data.

3.13 Risk Management and Quality Assurance

The following policy was approved by the Board of Trustees on July 27, 1979 and revised on December 3, 1982.

General

The University shall establish a risk management program which includes a systematic and continuous identification of loss exposures, the analysis of these exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with University financial resources.

Each person, regardless of official or unofficial status, who assumes or is assigned responsibility for the work or activities of others is administratively responsible for their safety during such work or activities. Investigation of accidents involving employees or students during work, class, or sponsored activities is the responsibility of the person whose job it is to supervise the person injured.

Patient Care

The University shall minimize the conditions which may produce an actual or alleged deficiency in patient care, with the purpose of achieving high standards of patient care and lowest practicable loss levels. The President is empowered to establish rules, regulations and procedures necessary to implement an effective quality assurance and risk management program.

Supervision of the general and patient care risk management system will be the administrative responsibility of the Office of Insurance and Risk Management

4.0 Employment Policies

4.1 Establishment of Positions

All academic specialist positions must be established using the same position request and review procedures required for all academic personnel system positions (see [Academic Hiring Manual](#)). Additionally, a [Specialist Position Description](#) form must be completed.

To be approved, academic specialist positions must include duties and responsibilities which are not covered by or adequately provided for in current support staff classifications. The Office of the Provost will consult with the Office of Human Resource Services as a part of the review procedure for the establishment of all probationary, continuing or fixed term positions within the Academic Specialist Appointment System.

4.1.1 Locus of Appointments

The academic specialist may hold a position requiring performance of advising/teaching/curriculum development, research, or service/outreach duties. Appointment as an academic specialist is limited to academic units which report--directly or indirectly--to the Office of the Provost or to the Vice President for Research and Innovation. The academic specialist may be appointed in the Academic Specialist Appointment System on a continuing basis, on a probationary basis, or on a fixed term basis (appointments with ending dates) (see Sections [4.2.8](#) and [4.2.9](#)).

4.1.2 Criteria for Establishment

Academic specialist positions should be established only if this is the best way for the academic unit to function at the highest possible level of effectiveness and efficiency within available resources. Academic specialist positions are established on the recommendation of the appropriate administrator of the academic unit, the concurrence of the appropriate dean/separately reporting director and require approval by the Office of the Provost.

4.1.3 Credentials

The duties and responsibilities performed by the academic specialist are of significance and importance to academic unit roles and purposes but do not necessarily require the Ph.D. or other terminal qualifying degree. Academic specialist positions require a Master's degree and/or other specialized qualifications in the applicable discipline or profession. The actual requirements may vary with the specific functional area.

4.1.4 Minimum Salaries

The Office of the Provost, in consultation with the Academic Specialist Advisory Committee to the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs and the University Committee on Faculty Affairs, will establish and maintain a set of minimum salaries for academic specialist appointments.

4.1.5 Affirmative Action

The procedures set forth in the [Academic Hiring Manual](#) for academic personnel applies to the appointment of an academic specialist (continuing appointment, probationary, or fixed term). As stipulated in the Academic Hiring Manual, a search committee, including an affirmative action/diversity advocate, must be established.

4.2 Appointment Policies

4.2.1 Position Description

A copy of the [Specialist Position Description](#) form, specific criteria for promotion, a copy of the unit evaluation procedures used for an academic specialist appointed in the Academic Specialist Appointment System, and a copy of the [Faculty Grievance Procedure](#) shall be provided to the academic specialist upon initial appointment, together with a copy of the letter of offer, a summary of benefits and, upon request, a copy of the "[Fixed Term Faculty/Academic Staff Appointment/Reappointment Memorandum](#). (if applicable)" Copies of the position description and evaluation procedures must be sent to the Office for Faculty and Academic Staff Affairs along with the appointment form. These materials will be placed in the academic specialist's file in the Office for Faculty and Academic Staff Affairs.

4.2.2 Letter of Offer

The letter of offer for continuing system probationary appointments shall include information on the length of the initial probationary appointment, the initial salary level, and the opportunity for additional probationary reappointments. Specific information about conditions which may affect reappointments should be provided. If an appointment is on an annual basis, a statement that the University's basic appointment commitment is for an academic year appointment only must be provided in the letter of offer (see Sections 4.2.3).

The letter of offer for appointments in the Academic Specialist continuing appointment system shall include the [offer letter attachments](#).

The letter of offer for fixed term appointments shall include information on the beginning and ending dates of the appointment, the salary level, and a statement that the University is not obligated to provide reappointment or extension of the fixed term appointment beyond the ending date (see Section 4.2.9).

The letter of offer to a foreign national shall also state that the offer is contingent on his/her securing valid immigration status and work authorization before the expected start date and maintaining valid immigration status and work authorization throughout the employment. If subject to federal export control regulations, the foreign national may also be required to maintain full-time employment status at MSU, confirm that his/her permanent abode throughout the period of employment is in the U.S., and sign a confidentiality agreement concerning transfer of certain technical data. Prior to beginning work, all foreign nationals should contact the Office of Export Control and Trade Sanctions at export@msu.edu to ensure compliance with export control requirements.

All letters of offer for academic year (AY) appointments must specify that the academic year duty period is August 16 through May 15, with pay received over the duty period.

4.2.3 Appointment Period

An academic specialist in the Academic Specialist Appointment System is appointed on either an academic year or an annual basis. The University's basic appointment commitment to an academic specialist in the Academic Specialist Appointment System is for an academic year (nine-month) appointment period. Annual (twelve-month) appointments may be provided based on the mission and needs of the appointing unit and/or the individual's specific duties.

The appointment may be either on a full-time basis (100%) or part-time. Part-time probationary or continuing appointments must be for 50% time or greater. Only fixed term appointments may be for less than 50% time.

4.2.4 Extension of Probationary Appointments for Leaves of Absence

An academic specialist with probationary status who is granted a leave of absence without pay of six to twelve months will have the appointment period extended by one year. Additional leaves of absence without pay of six to twelve months will result in further one-year extension(s). For leaves of absence without pay of three to six months, the probationary appointment period may be extended by one year by mutual agreement. Request for extension should be made by the unit to the Associate Provost for Faculty and Academic Staff Affairs

4.2.5 Continuing Appointment Status, Commitment Period for Part-Time

Continuing appointment status for individuals appointed part-time in the Academic Specialist Appointment System is to be granted at the same percentage of time on either the academic or annual year basis that the original academic specialist probationary appointment was made, except as stated in Section 4.2.6.

4.2.6 Changes from Annual to Academic Year Appointment

The University's basic appointment commitment to an academic specialist in the Academic Specialist Appointment System is for an academic year (nine-month) appointment period. If changes in the unit's mission, needs, or the individual's duties occur, a specialist appointed on an annual basis can be shifted to an academic year appointment basis, the University's basic appointment commitment, with the appropriate reduction in salary as stipulated by the regular procedure for changing appointments from an annual to academic year basis. The academic year salary rates are set at an amount equal to 9/11 of the current annual salary rate, after exclusion of administrative increments, if any. This policy applies exclusively to those individuals who were first appointed to annual appointments after January 2, 1982.

4.2.7 Credit for Previous Service Toward Probationary Appointments

If the individual's current appointment as an academic specialist at the University is on a fixed term basis (with ending date), on a continuing appointment basis (without end date) in another unit, in another appointment category in the University or in employment outside of the University, and a request is made to recommend appointment of that individual to a position in the Academic Specialist Appointment System, such previous appointment service may be counted toward the Academic Specialist Appointment System probationary periods. The major criteria for awarding credit for previous service are the level of performance and similarity of duties in the previous and new positions. Requests for recognition of prior employment service as applicable to Academic Specialist Appointment System service requires a written recommendation by the unit administrator, written concurrence of the dean/separately reporting director, and the written approval of the Provost and/or provost designee.

4.2.8 Initial Continuing and Probationary Appointments

4.2.8.1 Academic Specialist

An academic specialist who has not served previously at the University is appointed initially in the Academic Specialist Appointment System for a probationary period of three years and may be reappointed for an additional probationary period of three years. If an academic specialist is appointed beyond the two probationary periods, continuing appointment status is granted. If at any time during these two probationary periods an academic specialist is promoted to the rank of senior academic specialist, continuing appointment status is granted. Probationary appointment periods are calculated from August 16 of the calendar year in which the appointment is effective.

4.2.8.2 Senior Academic Specialist

Upon consultation and approval from the Office of the Provost, a special consideration can be made for an academic specialist to be appointed at the rank of senior specialist upon hire, who is well-established, nationally or internationally recognized in their respective functional area(s), prior to coming to MSU. An appointment as Senior Academic Specialist status upon hire must include a letter from the unit administrator(s) and dean(s) that summarizes the qualifications and verifies approval of the department/school/unit review committee regarding appointment with senior status.

4.2.9 Fixed Term Appointments

An academic specialist may be appointed on a fixed term basis for variable periods of time on an academic year or annual basis. Such appointments may be either full-time (100%) or part-time (any percentage less than 100%). In accordance with regular University procedures, unless an explicit written commitment for an additional appointment, fixed term or otherwise, is provided by the unit administrator, the academic specialist cannot expect to be reappointed. For all fixed term faculty/academic staff appointments, as stated in the Faculty Handbook, "the University has no obligation to provide reappointment or extension of a fixed term appointment beyond the ending date. If reappointment is made, negotiation of the conditions of reappointment must originate with the administrative unit (department, school, institute, residential college, or other comparable academic unit)." As indicated in the fixed term faculty/academic staff appointment memorandum--required to be filled out for each fixed term appointment/reappointment--appointment or reappointment on a fixed term basis does not involve any commitment to appointment in any of the continuing academic personnel appointment systems, which require separate and distinct procedures.

Units are required to provide academic specialists with fixed term appointments a notice about reappointment or the likelihood of reappointment three months prior to the end date of the appointment.

4.2.9.1 Senior Academic Specialist - Fixed Term

Upon consultation and approval from the Office of the Provost, a special consideration can be made for an academic specialist to be appointed at the rank of senior specialist upon hire, who is well-established, nationally or internationally recognized in their respective functional area(s), prior to coming to MSU. An appointment as Senior Academic Specialist status upon hire must include a letter from the unit administrator(s) and dean(s) that summarizes the qualifications and verifies approval of the department/school/unit review committee regarding appointment with senior status.

4.3 Evaluation, Reappointment, Continuing Appointment, and Promotion

4.3.1 Evaluation Basis

Annual reviews between specialist and their supervisor/administrator must occur at least once each fiscal year. The academic specialist shall be evaluated by the appropriate unit administrator before the end of the applicable annual duty period for those on probationary or fixed term appointment and at appropriate intervals for those with continuing appointment status.

If there are questions about who should perform the review, the specialist or unit administrator should consult the Specialist Position Description and/or contact the Office for Faculty and Academic Staff Affairs

The evaluation of an academic specialist's performance shall be based on the duties and responsibilities specified in the job description for the specific position, general merit guidelines and the provisions of the Academic Specialist Appointment System.

4.3.2 Annual Evaluation

The academic specialist with a probationary appointment shall be evaluated annually to determine progress toward goals and/or the identification of goals. Units may also use the annual evaluation to assist in the assignment of merit and other salary adjustments. The academic specialist with a continuing appointment should also be evaluated. Units may schedule such evaluations to meet the needs and concerns of the individual unit; however, the unit must follow the established procedures.

The exact process may be determined by the unit, as long as the following conditions are met:

- The annual review must include a conversation between specialist and supervisor/administrator that is based on documentation of accomplishments from the past year and goals/plans for the future
- The specialist must be provided with a written summation of the review from the supervisor within 30 days and have the option to provide a written response for rebuttal and/or clarification if desired

4.3.2.1 Notification

The academic specialist shall be notified when the evaluation is to take place, what procedures are to be followed, and what criteria are to be used for the evaluation. This

notification should be at the time of appointment and, subsequently, two months prior to the evaluation.

4.3.2.2 Right to Review

A written summary of this evaluation shall be placed in the academic specialist's personnel file in the unit and given to the academic specialist within 30 calendar days of the evaluation. Unit administrators must review such evaluations personally with the academic specialist.

4.3.2.3 Fixed Term Academic Specialist

An academic specialist with a fixed term appointment should be reviewed regardless of the probability of reappointment in order to assess progress toward goals and/or the identification of goals. The academic specialist appointed on a fixed term basis for six months or more shall be evaluated by the unit administrator no later than three months prior to the appointment ending date. A summary of this evaluation shall be placed in the personnel file in the unit and be given to the academic specialist.

4.3.3 Reappointment, Continuing Appointment, and Promotion

For academic specialists with continuing system appointments, evaluations are based on the specifics of the individual's assignment and on the effectiveness in the appropriate functional area(s): advising/teaching/ curriculum development, research, or service/outreach. The kinds of evidence to be considered must be established at the time of appointment. The academic specialist should have the opportunity to submit evidence supporting the proposed reappointment, promotion or award of continuing appointment status. Reappointment, award of continuing appointment status, or promotion must promote the objectives of improving academic strength and quality (see section 2.3).

4.3.3.1 Terms of Appointment

Individuals who are appointed in the Academic Specialist Appointment System may hold the rank of academic specialist or senior academic specialist. Appointments may be made in any academic unit that reports directly or indirectly to the Provost or the Vice President for Research and Innovation. Individuals appointed in the Academic Specialist Appointment System will have ongoing student and faculty interactions, contribute directly to the academic affairs of the unit and must accomplish the goals and objectives of the department, school, college or other designated academic unit.

The academic credentials and the appropriate educationally related experiences and specific duties will vary depending on the nature of the appointment; however, it is expected that the academic specialist will normally have a primary assignment in either academic advising/teaching/curriculum development, research or service/outreach, but may also have other responsibilities including one or more of the referenced functional areas. Changes in characteristics and/or responsibilities of the position are more likely

to result in a change in administrative title or functional area designation rather than a change in rank to that of senior academic specialist. Promotion to the rank of senior academic specialist, reappointment and the award of continuing appointment status will be determined using the guidelines of the Academic Specialist Appointment System.

4.3.3.2 Merit as a Basis for Reappointment and Promotion

Reappointment of the academic specialist, including the award of continuing appointment status and promotion to the rank of senior academic specialist, must be based on meritorious performance, not merely time spent in the position. General characteristics and responsibilities are included in later sections specific to the particular functional areas. However, the underlying premise is that individuals appointed as academic specialists are professionals dedicated to the performance of their responsibilities, the advancement of the University and maintaining Michigan State University as a premier land-grant, AAU University. The listing of criteria is not intended to be exhaustive. Nor would a single individual necessarily be measured by all the criteria related to a given functional group, even if the duties of that individual fell only within one functional area. Rather, the individual would be evaluated according to the subset of criteria from each functional area involved that is appropriate to the particular position.

4.3.3.3 General Process for Reappointment and Promotion

Reappointment, including the award of continuing appointment status and promotion to the rank of senior academic specialist, is predicated on the exemplary performance of assigned duties, professional development, excellence in scholarly activity, leadership and contributions to the institution.

- Consistent with the reappointment/promotion timetable, individuals who believe they have developed an appropriate record of activity and competence may assemble a compendium of scholarly achievements and submit such documentation to support consideration for reappointment or promotion. Such documentation may consist of evidence to substantiate excellence in relevant scholarly activities, i.e., course/curriculum development, teaching, publications, public service/outreach, academic advising, grants, creativity in program development and leadership in other areas related to assigned duties.
- It is to be recognized that no one individual is to be required to perform or excel in all three functional areas. The initial or subsequent appointment description defines the basic area(s) in which the individual should devote energy and attention in career progression.
- The unit review committee for academic specialist reappointment or promotion should be provided with guidelines and directed to determine objectively the level of accomplishment and excellence in the relevant

academic specialist functional area(s) and specific duty assignments. Each academic specialist is to be evaluated based on individual merit.

- Recommendations of the review committee are forwarded to the appropriate academic unit administrator. The recommendation of the academic unit administrator is forwarded for subsequent review and action by the relevant major academic unit administrator (usually the dean) and by the Office of the Provost.
- Upon approval by the Provost, the academic specialist will be notified of the recommended action.

4.3.3.4 Unit Review Reappointment and Award of Continuing

Establishment of Committee - The unit administrator shall establish a review committee to advise the unit administrator about the reappointment or reappointment with award of continuing status the individual academic specialist.

Joint Appointment - Only the primary unit will establish the review committee and submit a recommendation for reappointment or reappointment with award of continuing status for a specialist with a joint appointment. However, the unit administrator of the primary unit must consult with the unit administrator of all joint units on the committee's composition prior to the establishment of the committee in order to seek input and should solicit feedback on the recommendation for reappointment or reappointment with award of continuing prior to submitting a recommendation.

Unit Review Committee Composition - The Unit Review Committee should consist of individuals knowledgeable about the position under review and the academic specialist appointment, and must include at least one academic specialist in a same lead functional area, same appointment system and rank (i.e. individual previously awarded continuing status). An academic specialist from outside the unit can be appointed, if necessary, the ability for a specialist ability to vote will be determined by unit bylaws. The Committee may also include faculty, members of other academic personnel systems (i.e. research associates, extension specialists), and/or other qualified university members.

Goal of the Committee - The goal of the Committee is to review all relevant documents as outlined by the unit review committee relevant to the review process to include but not limited to: the Form on Progress and Excellence, annual performance reviews, and the External Peer Reviews in order to submit a recommendation on reappointment or reappointment with award of continuing to the unit administrator.

Opportunity to Confer - The academic specialist under review must be provided an opportunity to confer with the review committee before it provides advice to the unit administrator regarding reappointment, award of continuing appointment status. The

committee should provide reasonable notice and outline the format of the meeting to confer to allow candidate the opportunity to appropriately prepare to address the committee's questions.

Summary for Specialist - The unit administrator must provide the individual with a summary of the recommendation to Provost and with feedback after the recommendation is forwarded. Unit administrator must inform individual academic specialist of the recommended action and the completed " Form on Progress and Excellence with Recommendation for Reappointment Action" to the Provost. Even if not supported by the unit administrator, the recommended action, all review materials in support of such an action will be made available for review by the provost and their staff. This should occur no later than 15 days after the submission of documents to the Provost for review. If a probationary period is unsuccessful, *refer to section 4.4 of Handbook: Separation from Employment; Dismissal and Discipline.*

4.3.3.5 Promotion to the Rank of Senior Academic Specialist

As an Academic Specialist, promotion to senior status should be based on long-term, high-level performance, not merely time in rank (for a minimum of 60 FTE at the university).

This long-term, high performance in the position is demonstrated by assigned duties and recognition by peers and colleagues both within the University and regionally, nationally, or internationally based on what is appropriate for the specific position. Such recognition is to be based on external peer review involving evaluation of performance of the specialist according to their Specialist Position Description in one or more of their assigned functional areas: teaching, advising, curriculum development, research/creative activity, and/or public service/outreach.

A promotion recommendation requires a robust review of the specialist's ability to demonstrate (1) long-term, high performance in their position, (2) endorsement by the unit review committee, academic unit administrator, intermediate administrators/head of MAU, and the Provost that merits the award of promotion to the rank of Senior Specialist.

If a specialist is promoted to senior specialist in a functional area and moves to another unit or college with the same functional area (i.e. research specialist position to another research specialist position), their senior specialist designation will remain with them.

4.3.3.6 Unit Review Promotion to the Rank of Senior Academic Specialist

Establishment of Committee - The unit administrator shall establish a review committee to advise the unit administrator about the promotion of the individual academic specialist.

Joint Appointment - Only the primary unit will establish the review committee and submit a recommendation for promotion to senior specialist for a specialist with a joint appointment. However, the unit administrator of the primary unit must consult with the unit administrator of all joint units on the committee's composition prior to the establishment of the committee to seek input and should solicit feedback on the recommendation for promotion prior to submitting a recommendation.

Unit Review Committee Composition - The Unit Review Committee should consist of individuals knowledgeable about the position under review and the academic specialist appointment and must include at least one academic specialist in a same lead functional area, same appointment system and rank (i.e., individual previously awarded continuing status). An academic specialist from outside the unit can be appointed, if necessary, the ability for a specialist ability to vote will be determined by unit bylaws. The Committee may also include faculty, members of other academic personnel systems (i.e., research associates, extension specialists), and/or other qualified university members.

Goal of the Committee - The goal of the Committee is to review all relevant documents as outlined by the unit review committee relevant to the review process to include but not limited to: the Form on Progress and Excellence, annual performance reviews, and the External Peer Reviews in order to submit a recommendation on promotion to the unit administrator.

Opportunity to Confer - The academic specialist under review must be provided an opportunity to confer with the review committee before it provides advice to the unit administrator regarding promotion. The committee should provide reasonable notice and outline the format of the meeting to confer to allow candidate the opportunity to appropriately prepare to address the committee's questions.

Summary for Specialist - The unit administrator must provide the individual with a summary of the recommendation to Provost and with feedback after the recommendation is forwarded. Unit administrator must inform individual academic specialist of the recommended action and the completed " Form on Progress and Excellence with Recommendation for Promotion to Sr. Specialist Action" to the Provost. Even if not supported by the unit administrator, the recommended action, all review materials in support of such an action will be made available for review by the provost and their staff. This should occur no later than 15 days after the submission of documents to the Provost for review.

Denial of Promotion - Denial of promotion requires a conversation between the administrator and specialist to detail rationale and next steps to become eligible.

Appeals & Grievance - If the promotion is denied, the specialist may appeal through the faculty Grievance Policy (which is applicable to specialists), and/or an Administrative

Review Process (see administrative review policy in the Faculty Handbook). A denial of promotion to senior specialist does not change the specialist’s current or future employment status.

4.3.4 External Letters of Review and Letters of Support

The purpose of the external review is to be evaluative of the specialist’s dossier for award of continuing status and/or promotion to senior specialist. External reviews are required to ensure that individuals recommended have an achievement and performance level that is comparable with high level performance in their functional area and position.

External letters of reviews should be from leading professionals/scholars in the relevant discipline external to the unit, college or institution. External reviewer could be someone at MSU but not within the specialist’s department. As a general rule, an external reviewer should be a leader in the field in their respective functional area(s). The specialist being evaluated may provide a list of reviewers; however, the unit administrator determines final list of reviewers. The unit administrator does the initial outreach to the reviewers and should provide a description of the specialist’s description/assignment being asked to evaluate (for example, the percentage of appointment devoted to the functional area they are being asked to assess) for the referee to make an appropriate assessment of performance.

The academic specialist is not informed of those individuals who provide letters of external reviewers, unless stipulated by unit policy.

Letters of support can be included as part of the specialist dossier but are not required. They are letters from peers, colleagues, students, or others in support of the candidate.

Documentation for Academic Specialist Reappointment and Promotion Process			
	Continuing Reappointment Review (1st Probationary Period)	Reappointment w/ Award of Continuing (2nd Probationary Period)	Promotion to Senior
<i>Form on Progress and Excellence</i>	Required	Required	Required
<i>Specialist Position Description Form</i>	Required	Required	Required
<i>Annual Evaluations</i>	Required	Required	Required
<i>External Reviewers</i>	Not Required	Required	Required
<i>Letters of Support</i>	Optional	Optional	Optional

4.3.5 Other Contributions to Review Process

In addition to the review committee's advice, the unit administrator may also consult with administrative staff, faculty, students, and/or other qualified individuals inside or outside the unit regarding the reappointment or promotion review. The academic specialist should be informed of those individuals from whom the unit administrator is requesting advice. If this

consultation is needed, the specialist must be informed in advance of the consultation of those individuals from whom advice is being sought and reasons for requesting advice.

4.3.6 Reappointment Recommendation Schedule

For academic specialists in the continuing system, reappointment and promotion recommendations must be submitted to the Office of the Provost for review and final action in May of the calendar year prior to the end of the probationary appointment. The individual must be notified in writing by December 15 of the same year. Probationary appointment periods are calculated from August 16 of the calendar year in which the appointment is effective, irrespective of the actual date of appointment. In accordance with the Board of Trustees' delegation of academic personnel actions, the Office of the Provost approves all Academic Specialist Appointment System personnel actions; these actions are reported to the Michigan State University Board of Trustees as information items.

4.4 Separation from Employment; Dismissal and Discipline

A person appointed in the Academic Specialist Appointment System may be separated from employment, dismissed or disciplined as set forth below. In all cases of involuntary separation, the individual has access to the [Faculty Grievance Procedure](#).

4.4.1 Unsuccessful Probation

An academic specialist holding a probationary appointment in the Academic Specialist Appointment System may not be reappointed due to unsatisfactory performance (also see Section 4.4.3). The procedures set forth below apply whether the academic specialist is in the first or second probationary appointment at the time the decision is made not to reappoint.

4.4.1.1 Notification of Non-Reappointment Action

An academic specialist in the continuing system who is not to be recommended for reappointment by the unit administrator must be notified, in writing, no later than December 15 preceding the expiration date of the designated probationary appointment. Copies of the notification letter shall be sent to the dean/separately reporting director and the Provost. If an academic specialist who was not recommended for reappointment does not receive proper notification, as stated in this section, a one-year appointment extension is automatic and the academic specialist shall consider this arrangement as official notification of separation from the University at the end of the one-year extension.

4.4.1.2 Appealing Non-Reappointment Action

Upon receiving notice of non-reappointment, an academic specialist in the continuing system may request from the administrator responsible for the recommendation, in writing, the basis of the decision which resulted in non-reappointment. If the academic specialist believes that the decision not to reappoint was made in a manner which is at

variance with established evaluation procedures, the academic specialist may initiate action in accordance with the [Faculty Grievance Procedure](#).

4.4.1.3 Appointment Extension

An academic specialist not reappointed for the designated probationary period is not eligible for an additional appointment within the unit as an academic specialist in the Academic Specialist Appointment System. However, in special circumstances, with the written agreement of the academic specialist and on written recommendation of the unit administrator and the dean/separately reporting director, a probationary appointment may be extended for one year. Such requests must be approved by the Provost in writing and must be justified on the basis that such an appointment is in the best interest of the University.

4.4.2 Dismissal for Cause

A person appointed in the Academic Specialist Appointment System may be dismissed prior to the expiration of a fixed term or probationary appointment or, during a continuing appointment, for serious personal or professional misconduct, including, but not limited to (1) intellectual dishonesty; (2) acts of discrimination, including harassment, prohibited by law or University policy; (3) acts of moral turpitude substantially related to the fitness of faculty members to engage in teaching, research, service/outreach and/or administration; (4) theft or misuse of University property; (5) incompetence; (6) refusal or failure to perform reasonable assigned duties; (7) use of professional authority to exploit others; (8) violation of University policy substantially related to performance of faculty responsibilities; and (9) violation of law(s) substantially related to the fitness of faculty members to engage in teaching, research, service/outreach and/or administration.

4.4.2.1 Dismissal Procedure

Before initiating dismissal of an academic specialist, the unit administrator shall confer with the dean/separately reporting director, who shall confer with the Provost to determine if dismissal is appropriate. The academic specialist shall be informed in writing of reasons for the proposed dismissal, with an explanation of supporting information, and shall be given an opportunity to discuss the matter with the unit administrator or other appropriate administrator(s). In cases in which the academic specialist is not in the United States or is otherwise not available, the opportunity to discuss the matter will be met by a telephone discussion and/or correspondence that provides a reasonable opportunity to respond. The academic specialist may provide information, orally and/or in writing, in support of his/her position and in response to the reasons for dismissal set forth by the unit administrator. The academic specialist may be accompanied by counsel, and the responsible administrator may also be advised by counsel. If the responsible administrator(s) determine that dismissal is warranted, dismissal may immediately take place.

4.4.2.2 Notification of Separation

If dismissal action is to be taken, the administrator must provide a written notice to the academic specialist including the reasons for dismissal, date of separation/dismissal, and a statement that the academic specialist may file a grievance under the [Faculty Grievance Procedure](#). No duties or responsibilities will be performed after the separation/dismissal date.

4.4.2.3 Extensions During Grievance

If a grievance is filed under the [Faculty Grievance Procedure](#) (FGP), the payroll cessation date (see Section 4.4.4.3.1) shall not be extended even if FGP procedures may not have been completed by this date. The grievance shall be completed without regard to whether the individual is on the University payroll. Any exception to this must be requested in writing by the academic specialist, setting forth a rationale for the proposed appointment extension, and requires the written approval of the unit administrator, the applicable dean/separately reporting director, and the Provost.

4.4.3 Discipline

Disciplinary action short of dismissal for cause may be imposed after the unit administrator has conferred with the dean/separately reporting director and has provided the academic specialist with written notice of the reason for disciplinary action and an opportunity to respond. Such action may be imposed as a result of dismissal consideration or independent of such consideration. The academic specialist shall be informed of the right to file a grievance under the [Faculty Grievance Procedure](#).

4.4.4 Elimination of Position

Positions can be eliminated due to loss of funding or changes in unit directions and needs. Such position eliminations can occur regardless of the rank or appointment status, i.e., fixed term, probationary or continuing, of the individual filling the position. This section is devoted to the procedures covering the elimination of academic specialist positions.

4.4.4.1 Fixed Term Appointment

Ordinarily, a fixed term position will be eliminated at the end of the current appointment period.

When a fixed term position is to be eliminated prior to the ending date of the current appointment, the effective date of separation from the University normally shall be at least two months from the notice of termination. However, this notice provision does not change the ending date of the fixed term appointment in effect at the time termination action is instituted. An additional fixed term appointment shall not be implemented solely for the purpose of satisfying the two-month notice period stipulated prior to termination.

4.4.4.2 Probationary Appointment

Availability of position funds and/or changes in the needs of the department or unit may result in the non-reappointment of an academic specialist on a probationary appointment in the Academic Specialist Appointment System. This decision requires written approval of the dean/separately reporting director and the Provost. An academic specialist with probationary appointment status normally will be retained until the conclusion of the applicable probationary appointment period, but not less than six months after receipt of the termination notification.

4.4.4.3 Continuing Appointment

Availability of position funds and/or changes in the needs of the department or unit may result in the elimination of positions filled by the academic specialist with continuing appointment status. This section describes applicable procedures.

4.4.4.3.1 Notification

If termination action is to be taken, the administrator must provide a written termination notice to the academic specialist. An academic specialist with continuing appointment status on an annual basis will be terminated no earlier than one calendar year after receipt of the termination notification. An academic specialist with continuing appointment status and an academic year appointment will be terminated no earlier than either the next August 15 or nine months after receiving the termination notice, whichever occurs later.

4.4.4.3.2 Reassignment

An individual with continuing appointment status may be reassigned from one Academic Specialist Appointment System position to another within the same or in another academic unit with written approval of the Provost and written recommendation of the unit administrator(s) and the dean(s)/separately reporting director(s) involved. Such an individual will normally serve a two-year probationary period; reappointment after the probationary period will result in continuing appointment status.

4.4.4.3.3 Relocation

Assistance in finding alternative employment opportunities will be afforded to the academic specialist in the Academic Specialist Appointment System with continuing appointment status and is described in the remainder of this section. This assistance is centered in the Office of the Associate Provost and Associate Vice President for Academic Human Resources.

For two years following termination, the Office of the Associate Provost and Associate Vice President for Academic Human Resources will provide the individual with information about academic specialist employment opportunities as these positions become available at the University.

During the two-year period following termination, the individual will be given priority consideration for interviews for any open Academic Specialist Appointment System position with duties and responsibilities that are similar to those previously held.

If the individual is chosen for a new position within the Academic Specialist Appointment System, that individual will normally serve a two-year probationary period at the end of which the individual will be eligible for continuing appointment status. Reappointment after the probationary period will result in continuing appointment status.

The individual may, of course, exercise the regular opportunities to apply for employment vacancies in the academic and University support personnel systems within the University.

Letters of reference, contacts with other employers, and other assistance may be provided when the academic specialist has a desire to pursue alternate employment opportunities outside the University.

4.4.5 Resignation

Academic specialists in the Academic Specialist Appointment System who plan to resign must give at least 90 days' notice in writing to the unit administrator. Unique or unusual situations which may result in fewer than 90 days' notice for resignation need to be discussed with the unit administrator with notification date determined by mutual agreement.

4.4.6 Retirement

Retirement of academic specialists is optional on the first day of the term following attainment of age 62 with 15 years of service or after 25 years of service at any age. [Service includes activities of interest to and supported by the University regardless of the sources of financial support. For more details, please see the [Retiring from the University Policy](#)

A retired academic specialist may be re-employed, usually for part-time service, on a term-to-term or a year-to-year basis. Salary will be determined at the time of appointment for such service. Retired academic specialists who return to active employment at 50% time or more for nine months or longer are eligible to receive benefits such as health, dental, employee paid life, travel accident, base retirement plan with University contribution, and supplemental retirement plan, in the same manner as an active employee.

4.4.6.1 Emeritum

Academic specialists who leave the University with official retirement status are granted certain privileges and the "emeritum" title, e.g., academic specialist emeritum. [Awarding of Emeritum Status Policy](#)

Academic specialists with the emeritum designation are entitled to receive the MSU News-Bulletin; to avail themselves of the libraries; to receive, on application, a vehicle parking permit; to represent the University, on appointment, at academic ceremonies of other institutions; and, in general, to take part in the social and ceremonial functions of the University.

4.5 Appointment Policies

4.5.1 Health Assessment

Employment health assessments are only required where legally mandated, where work assignments will necessitate contact with potentially hazardous substances or will be physically intensive, or as otherwise determined necessary on an administrative basis. The assessment is conducted at the Michigan State University Health Center on campus.

4.5.2 Payroll Procedures

The following items must be furnished within the first three (3) days of employment before a new academic specialist can be put on the University payroll:

1. **SOCIAL SECURITY CARD INFORMATION.** All University employees should present a valid social security card at the time they are processed for employment. The University is required to pay its employees under the exact number and name that appear on the social security card.
2. **EMPLOYEE WITHHOLDING ALLOWANCE CERTIFICATE (FORM W-4).** Various forms (W-4, MI-W-4, City Tax Withholding) authorize the University to recognize the appropriate exemptions when calculating Federal, State of Michigan and local withholding taxes.
3. New academic specialists should at the same time complete the appropriate forms in the Human Resources Office to participate in such programs as employee-paid life, health and dental coverage, accidental death and dismemberment, and base and supplemental retirement benefits. All benefit programs are described briefly in the [Benefits section](#) of this handbook. Additional information is available from the [Human Resources Office](#), 110 Nisbet Building, 517/353-4434 or email solutionscenter@hr.msu.edu.

4.5.3 Jury Duty

The University recognizes the civic responsibility of academic specialists to serve jury duty and makes provision for them to perform such duty without loss of pay or benefits.

Academic specialists serving on jury duty who are absent from work for 80 continuous hours or less will receive their regular pay and are not required to submit proof of jury duty payment to the University. They must, however, notify the department chairperson/school director of the call to jury duty as soon as it is received.

Academic specialists serving on jury duty who are absent from work for more than 80 continuous hours must notify the department chairperson/school director of the call to jury duty as soon as it is received and are required to submit proof of jury duty payment to the Payroll Office. The academic specialist will receive the difference between the pay received from the court and normal base pay.

In all cases, the academic specialist is expected to report for regular University duty when temporarily excused from attendance at court.

Full cooperation is expected between the academic specialist, unit administrator and department(s) involved to insure minimal disruption in the instructional and service responsibilities of the unit.

4.5.4 Identification Cards

All academic specialists are encouraged to obtain identification cards. Similar identification cards can be issued to spouses upon request. The identification cards are useful for campus privileges. It is inappropriate to alter, falsify, or misuse an MSU I.D. card.

The academic specialist (and spouse) may obtain an I.D. card from the [MSU ID Office located in Room 170 International Center, 8:00am – 5:00pm, Monday through Friday](#). To obtain the spouse card, the employee and spouse must both appear in person, present the employee's Michigan State University ID, proof of marriage and a government issued photo such as a driver's license or passport. There is no charge for the initial card.

4.5.5 Leaves of Absence

4.5.5.1 Short-Term Disability Leave

Faculty and academic staff (including academic specialists) who are appointed on a full-time basis [or on a part time basis at 50 percent or more time for nine months or more] are eligible for up to six months of paid leave if health problems prevent the individual from working. (Normally, short term disability [leave](#) related to pregnancy, childbirth and/or recovery is for six weeks, but may be longer with proper medical certification.) In such cases of short-term disability leave, additional leave under the Parental Leave policy for faculty and academic staff may be provided. It is the responsibility of the individual faculty/academic staff member to promptly notify the department chairperson, director, or immediate supervisor of absence due to illness or disability.

If other members of the faculty/academic staff assume the duties of the individual on a temporary basis without additional cost to the University, no formal report of the absence beyond the dean or director of the major academic unit is required during a four-week period.

If the absence extends or is expected to extend beyond four weeks, a leave of absence beginning with the first day of absence should be requested by the individual or if the individual is unable to make the request, by the department chairperson or director, through the office of the dean to the provost for reporting to the president and Board of Trustees. The leave of absence form must be accompanied by medical certification specifying the dates of the period of disability.

Faculty/academic staff returning from medical leave may be required to obtain approval from the attending physician before returning to work.

4.5.5.2 Long-Term Disability Leave

Long-Term Disability

If disability of an academic specialist appointed for nine months or more on a full-time basis extends or is likely to extend beyond six months, the Human Resources Office should be contacted immediately for information on applying for benefits under the Long-Term Disability plan and Social Security.

4.5.5.3 Parental Leave

Faculty and academic staff (including academic specialists) who are appointed on at least a 50 percent basis for nine months or more are eligible for parental leave in accordance with this policy. This policy is to be read in coordination with the Short-Term Disability policy and the Family Medical Leave Policy for faculty and academic staff.¹

Faculty and academic staff are eligible to receive up to six (6) weeks of paid parental leave in connection with the birth of a child. Faculty and academic staff who adopt a child younger than age six and/or not attending school full-time are eligible to receive up to six (6) weeks of paid parental leave. Additional unpaid leave may be available for the birth of a child or the placement of a child for adoption or foster care in accordance with the Family Medical Leave Policy and/or the policy regarding Leaves of Absence Without Pay for faculty and academic staff.

In situations where the University employs both parents of a newborn/adopted child as faculty/academic staff, each may have six (6) weeks of paid parental leave under this

¹ In cases where a faculty/academic staff member provides medical certification that she is unable to work due to a disability related to pregnancy, childbirth and/or recovery, such absences will be covered by the Short-Term Disability Policy for faculty and academic staff. Normally, short term disability leave related to pregnancy, childbirth and/or recovery is for 6 weeks but may be longer with proper medical certification.

policy. Parents employed in the same department or school should plan the timing of their leaves in consultation with the chairperson, school director, or dean. Depending on the circumstances, additional unpaid leave may be available pursuant to the Family and Medical Leave Policy or with the approval of the academic unit administrator.

Requests for parental leave must be accompanied by evidence of adoption or by a health care provider's medical certification that provides the projected delivery date. Faculty and academic staff are expected to make leave arrangements with the academic unit administrator as far in advance as possible. The timing of parental leave can be arranged to provide some variation in scheduling the leave of absence period before and/or after the projected delivery/adoption date in recognition of constraints associated with academic responsibilities. Faculty and academic staff are encouraged to schedule leave periods with input from the academic unit administrator regarding the needs of the individual unit.

Leave for purposes relating to ongoing childcare is not to be confused with parental leave or medical leave of absence relating to pregnancy and child birth. Faculty and academic staff may arrange to use available vacation time or leave without pay for child care purposes with the approval of the academic unit administrator.

4.5.5.4 Family & Medical Leave

The Family and Medical Leave Act (FMLA) of 1993 requires that eligible employees be allowed to take unpaid leave, or paid leave if earned, for a period of up to twelve work weeks in any twelve month period (defined by MSU as the fiscal year, i.e., July 1 through June 30) in the event of the birth of a child or the placement of a child for adoption or foster care; because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition; or because an employee's own serious health condition makes them unable to do their job. Health and dental benefits, if enrolled, will be maintained at the same level and under the same conditions as coverage would have been provided if the faculty/academic staff member were continuously employed during the entire leave period. The Act provides that this leave may be taken intermittently or on a reduced leave schedule.

Faculty and academic staff (including academic specialists) who have regular appointments of nine months or longer at 50% time or more and have been employed by MSU for at least twelve months and have at least 1,250 hours of service during the twelve months immediately preceding the commencement of FMLA leave are eligible under FMLA. Faculty and academic staff with fixed-term appointments of less than nine months or less than 50% time who have been employed by MSU for at least 12 months and have at least 1,250 hours of service during the twelve months immediately preceding the commencement of FMLA leave are also eligible.

Faculty and academic staff are required to use paid leave provided by the short-term disability leave of absence policy (see preceding section) in the case of pregnancy, childbirth and/or recovery or their own "serious health condition" and count it toward the twelve weeks of leave permitted under the FMLA. Short term absences that are not "serious health conditions" do not count toward the twelve weeks of FMLA leave. Faculty and academic staff may choose to use vacation leave for all or part of any otherwise unpaid FMLA leave, e.g., for the "serious health condition" of a family member. Vacation leave for such purposes is counted toward the twelve weeks of leave permitted under the FMLA.

FMLA leave shall be concurrent with parental and other paid/unpaid leaves of absence taken for FMLA reasons. For example, faculty and academic staff are not entitled to an additional twelve weeks of FMLA leave for birth of a child after the conclusion of a 12-week leave provided under the short-term disability and parental leave policies.

FMLA leave will not be provided beyond the end date of a fixed-term appointment.

Faculty and academic staff must provide their department chairperson/school director at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. Otherwise, notice must be given as soon as practicable. Units may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the unit's expense) and a fitness for duty report to return to work.

Questions regarding the FMLA may be directed to your department/school or Human Resources (353-4434).

4.5.5.5 Vacation

The University provides vacation leave to academic specialists who are appointed on an annual year basis under the following conditions:

Eligibility

1. Academic specialists holding appointments on an annual year basis, with more than six months' service, are eligible for annual vacation leaves. Academic specialists holding academic year appointments are not eligible for vacation leave.
2. Academic specialists holding appointments on an annual year basis receive annual vacation leave equivalent to one month (22 working days) in twelve months. Proportional allowances are granted to appointees with more than six months of service but less than twelve. Vacation allowances are granted on July 1 of each year. Vacation time is to be charged against this accrual; the accrual will be proportionately reduced in the event of resignation/termination during

the fiscal year or for other non-accrual time, such as worker's compensation, long term disability, etc.

3. Part-time academic specialists holding appointments for fifty percent or more time on an annual year basis receive vacation on a proportional basis.
4. Vacation must be taken during the fiscal year.
5. Vacation leave may not exceed one month (22 working days) in the fiscal year and is not cumulative.

Scheduling

Each department is responsible for scheduling vacations in order not to interfere with the operation of the department and to ensure that each academic specialist receives the appropriate vacation allowance during the appointment period. Although the scheduling preference of the academic specialist should be considered, vacations have to be scheduled to meet the instructional and research requirements of the department. Units that experience "slack" or "down" periods may require that vacations be taken during these times (e.g., December recess, summer recess, etc.). When practical, academic specialists should be informed of such requirements in advance.

Pay in Lieu of Vacation

Actual time off from work during the appointment period must be taken in order to receive compensation for vacation time. Payment in lieu of vacation may be approved only in case of retirement or termination for any cause (resignation, death, etc.).

Pay in lieu of vacation shall not exceed payment for one month less vacation time used during the fiscal year. Neither vacation time nor pay in lieu of vacation can be granted prior to eligibility for vacation allowance.

Transfers

Unused vacation allowance not exceeding one month will be transferred with an academic specialist when the individual transfers from one position, budget or operating unit to another. If an academic specialist is transferred to a professional, administrative, or other type of appointment, a transfer of the balance based on one month less actual vacation days used during the past fiscal year will be made. Each department, school, or other administrative unit is responsible for scheduling vacation time off for academic specialists, maintaining vacation usage records, and if an academic specialist transfers to another unit, for notifying the academic specialist of unused vacation time in writing. A copy of the notification must be sent to the academic specialist's new unit.

4.5.5.6 Holidays

The University observes six legal holidays by closing offices and dismissing classes. They are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In addition, the Friday following Thanksgiving Day, and as stipulated by the University based on the calendar, the working days preceding or following Christmas Day and New Year's Day are granted as holidays.

4.5.5.7 Leaves of Absence Without Pay

Leaves of absence without pay may be granted with the recommendation of the department chairperson and dean. Specific dates for the leave must be specified in the request and should be made as far in advance as possible, so that neither instruction nor research programs will be interrupted. Such leaves usually do not extend beyond one year.

Academic specialists should contact the Human Resources Office to make arrangements for continuation of their benefit programs.

4.5.5.8 Military Service Leaves

The University cooperates fully with academic specialists taking part in the reserve program of the military forces which calls for up to 15 days' active duty training annually with the National Guard, Officers' Reserve Corps, or similar U.S. military organizations. The University will pay the academic specialist the difference between military pay and allowances and normal take-home pay for up to 15 calendar days when ordered to active duty for training, and for up to ten additional calendar days per fiscal year when ordered to active duty for the purpose of handling civil disorders.

When an academic specialist enters the armed forces, it is the policy of the University to grant, on request, a leave of absence to cover the term of service.

4.5.5.9 Continuation of Benefits While on Leave of Absence No Pay Status to Receive Prestigious Awards, Fellowships and/or Special Assignment Opportunities

Academic specialists holding fixed term appointments who have completed 60 FTE Service months and academic specialists holding a full-time appointment in the Academic Specialist Continuing Appointment System who are recipients of prestigious awards or fellowships or participate in special assignment opportunities which are in the interest of both the individual and the University are eligible to request coverage under this policy. For academic specialists with fixed term appointments, benefits continue only for the period of the leave, which would not extend beyond the end date of the appointment.

Continuing professional development that is in the interest of both the individual academic specialist and the University may be facilitated when an academic specialist receives a prestigious award, fellowship, or special assignment opportunity requiring a

leave of absence without pay or a reduction in percent employment below full-time, normally for periods usually six months or longer.

Examples of prestigious awards, fellowships, and special assignment opportunities for which leaves of absence without pay often are requested include the following:

1. Prestigious awards and/or fellowships provided by national and international organizations and foundations supporting research and scholarship broadly defined, for example, those provided by the National Endowment for the Arts/Humanities, Guggenheim Foundation, Fulbright Commission, Rockefeller Foundation, National Science Foundation, Social Science Research Council.
2. Prestigious awards and/or fellowships provided by national and international organizations and foundations supporting research and scholarships in specific disciplines, for example, those provided by the Wenner-Green Foundation for Anthropological Research, Charles Warren Center (of Harvard University), Sloan Foundation, and Robert Wood Johnson Foundation.
3. Assignments with international, national, and state public agencies and institutions, private businesses, foundations, and organizations, and professional associations.
4. International exchange programs and participation in teaching/scholarly activities with educational institutions in other countries with which Michigan State University has important formal cooperation or linkage agreements.

There are instances when such awards, fellowships, and special assignment opportunities, as a consequence of the policy of the source institution, do not include benefits similar to those provided by Michigan State University for full-time academic specialists with continuing appointments.

Request Procedures

On receipt of the above-referenced types of awards, fellowships, and special assignment opportunities for which the source institution does not provide applicable benefits, an academic specialist may request, with written endorsement of the applicable chairperson/director and dean, that the Office of the Provost arrange with the Human Resources Office for the continuation of the applicable University benefits (see below) not provided by the source agency or institution. Such written requests must provide a statement that the leave of absence without pay is to accept a prestigious award, fellowship, or other special assignment opportunity that is in the interest of both the individual and the University. Information in support of the request must include: a) specifics of the award/fellowship or assignment, including the regular University benefits provided as well as not provided by the source agency/institution; b) documentation from the source agency/ institution of its benefits policy; c) the specific assignment(s) to be performed while on leave of absence without pay; and d) how the activities entailed in the award, fellowship, or special assignment opportunity advance the interests of the individual and the University. Requests must be initiated by the

academic specialist. The continuation of benefits is not an entitlement; each case is to be reviewed on its merits.

On approval of such requests, the Office of the Provost will arrange with the Human Resources Office for continuation of the benefits stated below for a leave without pay of up to one year, with an additional one year extension based on a written request approved by the chairperson(s)/director(s), dean(s), and the Provost. In exceptional cases, benefit eligibility may be continued for an additional period.

Possible Benefit Coverage

Those benefits set forth below which are not provided by the applicable source agency/institution--for which full-time Michigan State University academic specialists appointed nine months or more are now eligible--may be provided for academic specialists for whom continued benefits eligibility is approved by the Office of the Provost. (The benefits continued will be limited to those in force for the individual immediately prior to leave of absence without pay status):

1. Health care coverage with applicable University contribution;
2. Dental plan coverage;
3. Expanded life plan (for 180 days from the last day paid by MSU);
4. Long-Term Disability (LTD);
5. Employee-paid life plan if the employee continues to pay premium;
6. Accidental Death and Dismemberment coverage if the employee continues to pay premium;
7. Travel Accident if travelling on authorized MSU business during leave.

Salary-related benefits, e.g., University contributions to the base retirement plan, social security, etc., will not be provided during a leave of absence without pay. Continued benefits which are linked to an individual's salary status, e.g., expanded life, LTD, will be based on the applicable base wage immediately prior to the leave of absence without pay.

Requests for eligibility under this program should be directed to the Associate Provost and Associate Vice President for Academic Human Resources after review and concurrence by the chairperson(s) and dean(s)/separately reporting director(s).

4.5.6 Professional Development

The academic specialist, as any other professional employee, is expected to continually develop personal abilities and stature in appropriate areas of endeavor. The University should promote and facilitate such professional development activities at a level consistent with its international status and as a premier land grant University. Those activities in which the academic specialist should participate and receive University support include the following:

4.5.6.1 Continuing Education

Continuing education provides one mechanism for the professional growth of an individual. Such education may consist of participation in seminars, workshops, short courses, and other short-term training programs. Participation in credit courses involves a longer commitment by the individual. Finally, participation in a degree-granting program typically spans several years. The University may provide substantive support to the continuing education of the academic specialist in two ways: release time from duty assignments for the pursuit of such educational opportunities, and/or the reimbursement of expenses incurred in activities such as seminars, workshops or other non-credit offerings. Such substantive support is not guaranteed but may be granted with approval of the academic specialist's unit administrator. The granting of such support will depend on, among other things, the value that such education will bring not only to the individual but also to the University. The academic specialist will have to submit a written plan in advance requesting support for such activities. For short-term informal course work, a travel authorization will suffice. The appropriateness of a particular plan of formal or informal course work for the academic specialist will be determined by that individual and the administrator involved.

Release time for attending courses or training programs on either a non-degree or degree basis may be granted with approval of the academic specialist's unit administrator. The unit is responsible for any adjustments in staffing that may be necessitated by the release time granted to the individual. If more individuals within a particular unit request release time than can be accommodated by the unit, some of the individuals will have to defer to an alternate time. In any case, an individual may carry no more than an average of four credits a semester requiring release time during any two semesters within a calendar year.

In some cases, reimbursement of some or all expenses such as tuition related to a degree program may be granted. [Internal Revenue Code (IRC) Section 127 allows tax-exemption for graduate-level, degree related courses that are reimbursed by employers up to an annual maximum of \$5,250. To qualify, the individual must submit a written plan for the course of study to the unit administrator. This plan must demonstrate the value of such education to the unit as well as to the individual. An academic specialist may not apply for such educational assistance until the individual has served three years in the position. Reimbursement will require satisfactory performance in the course work. The plan and the individual's progress must be reviewed each term by the unit administrator. The individual and the unit administrator will be responsible for obtaining the funds from appropriate department/school and/or major administrative unit sources to provide the educational reimbursements. The arrangement for any release time associated with the plan of study will be handled independently of the reimbursement considerations. Finally, the individual will be obligated to remain employed at the University for one 9 or 12-month duty assignment, as applicable, after the completion of the last course for which the individual will receive financial assistance.

[4.5.6.2 Participation in Professional and Scholarly Organizations](#)

Attendance at professional meetings and programs requires approval of the unit administrator. Such approval is required for release time, insurance purposes, and reimbursement of expenses.

4.5.6.3 Extended Release Time, Assignment to Scholarly Duties

Extended release time and temporary reassignment to scholarly duties may be granted to assist academic specialists with a minimum of 72 Full-Time Equivalent (FTE) service months status to enhance professional competency and for scholarly pursuit. Years of service shall count from the date of full-time appointment as an Academic Specialist or from the ending date of the previous completed extended leave. Such activities are intended for the mutual benefit of the University and the academic specialist. The purpose is to encourage academic and institutional revitalization by providing sustained time for research/creative activities; development of new courses or programs; acquisition of expanded and/or new qualifications and skills; contribution to academic unit plans to improve and/or refocus instructional, research, or public service activities in accordance with the missions of the University.

Extended changes of duty assignment are not granted automatically and must be approved by the appropriate academic administrator. Such activities must be requested in writing by the academic specialist and directed to the appropriate unit administrator. Requests must include a detailed description outlining the purposes, objectives and scholarly and research activities of the proposed duty assignment. The plan should indicate how the objectives and accomplishments of the new assignment will advance the interests and capabilities of the academic specialist for fulfilling the aims, objectives and goals of the department/school, college or University. Appointments on an annual year (AN) basis can be granted for up to six months by the unit administrator. Changes of duty assigned for more than a term (AY appointments) or six months (AN appointments) require approval of the dean and the Office of the Provost. Funding for extended release time and assignment to scholarly duties is provided by the unit.

4.5.7 Course Fee Courtesy Policy

1. Dependent children, spouses, and MSU-recognized same-sex domestic partners of eligible faculty and staff (see below) who are appointed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of an amount equal to one-half of the applicable Michigan resident on-campus undergraduate course fees.
2. Faculty and staff eligible under the course fee courtesy policy are as follows: full-time tenure system faculty, full-time librarians in the continuous employment system, full-time-specialists with continuing appointments in the Academic Specialist Appointment System, individuals appointed full-time in the Cooperative Extension Service continuing employment system, individuals appointed full-time in the Continuing Faculty Appointment System for the Facility for Rare Isotope Beams/National Superconducting Cyclotron Laboratory, individuals appointed full-time in executive management

positions and other continuing positions (appointments without end dates) in the Academic Personnel System, full-time Health Programs faculty members upon the commencement of the first additional appointment, full-time fixed term faculty and academic staff with at least 60 Full-Time-Equivalent (FTE) service months, and those who have access to the program by virtue of a labor contract.

3. Dependent children shall be defined as (a) all legally dependent children of eligible faculty or staff; and (b) such children who have eligible faculty or staff as their legal guardians.
4. Dependent spouse shall be defined as the legally recognized spouse of an eligible faculty or staff member.
5. Domestic partner shall be defined as the MSU-recognized same-sex domestic partner.
6. Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.
7. The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child or spouse/same-sex domestic partner is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the semester in which the combination of transferable credits and Michigan State University credits attempted equals 120.
8. Except as stipulated below, the Course Fee Courtesy for dependent children and spouse/same-sex domestic partner will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible faculty or staff member is terminated. The dependent children and spouse of an eligible faculty or staff member participating in the University's Long-Term Disability Program or who dies while on active service or while participating in the University's Long-Term Disability Program retain eligibility as if the eligible faculty or staff member were still living or were not participating in the University's Long-Term Disability Program as long as they meet the other eligibility requirements of the Course Fee Courtesy Policy. The dependent children and spouse/same-sex domestic partner of eligible faculty or staff members who retire in accordance with Michigan State University's retirement policy also retain eligibility as long as they meet the other eligibility requirements of the Course Fee Courtesy Policy.
9. If the dependent child or spouse/same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.
10. Dependent children and spouse/same-sex domestic partner of eligible faculty and staff on approved leave of absence will be eligible for the course fee courtesy.

4.5.8 Overload Pay

1. Overload pay is limited to overload work related to instruction and service activities.
2. Overload pay assignments require prior written approval of the chairperson/director of the applicable department/school and the dean of the applicable college/director of the separately reporting unit. Requests must describe the proposed activity.

3. Full-time academic specialists are eligible for overload pay provided the total time expended does not exceed 4 days per month.
4. An overload assignment must meet the following minimum criteria:
 1. Overload pay is appropriate since the designated academic specialist is fully assigned in the department, school or other unit and is satisfactorily performing assigned duties;
 2. The proposed assignment, in the opinion of the chairperson/director in consultation with the dean, represents a substantial increase over and above the academic specialist's regularly assigned duties, thus warranting the provision of overload pay.
5. Overload pay must be approved by the chairperson/director of the department or school and dean of the college/director of the separately reporting unit in which the academic specialist is appointed. Annually the Office of Planning and Budgets shall provide to the Office of the Provost and the deans a summary of overload pay disbursements made in the prior fiscal year.
6. During the summer, academic specialists appointed on an academic year basis may receive up to 3/9 of their previous year's salary for a full-time assignment in teaching, research and service. In addition, pursuant to the provisions of this policy, they may be eligible to receive overload pay.
7. Academic Specialists serving as academic administrators may receive overload pay for assignments related to their disciplines and professions but normally not for assignments related to their administrative positions.
8. In recognition of collegial expectations usual in a community of scholars, payment of honoraria to MSU academic specialists for talks, seminars, etc., provided in usual classroom/seminar settings is not permitted.
9. Major administrative units may establish a more restrictive policy. Assignments which might normally justify the payment of overload pay may, by mutual agreement, be compensated for by subsequent release time for research, through the assignment of additional graduate assistants/other staff support, or other programmatic support.

4.5.9 Consulting and Outside Work

Consulting and outside work for entities other than the University are areas that require careful balance of the rights and responsibilities of the University and the individual with the missions of the University. Academic specialists may engage in outside activities that fall outside the duty assignment for the University. Questions of conflict of interest should be addressed to the responsible administrator or forwarded to the Associate Provost/Associate Vice President for Academic Human Resources or the Vice President for Research and Graduate Studies.

4.5.10 Dual Appointments

No faculty/academic staff member holding a full-time, paid appointment at Michigan State University may, during the term of the appointment, or while on leave of absence, simultaneously hold a paid appointment at another institution. Exceptions to this policy must

be approved in advance by the Dean and by the Provost and Executive Vice President for Academic Affairs (or designee).

This policy was issued by the Office of the Provost with an effective date of April 1, 2014.

4.5.10 Distinguished Academic Staff Award

The [Distinguished Academic Staff Award](#) recognizes the outstanding achievements of those professionals who serve the University in advising, curriculum development, outreach, extension, research, and teaching. Distinguished Academic Staff Awards are made to members of the academic staff who are appointed as Academic Specialists or Michigan State University Extension (MSUE) Academic Staff (faculty with Extension-supported appointments are not eligible for this award). Academic specialists who are recipients of a Distinguished Academic Staff Award are recognized with a "Distinguished Academic Specialist Award." MSUE academic staff members who are recipients of a Distinguished Academic Staff Award are recognized with a "Distinguished Extension Academic Staff Award.

Up to four Distinguished Academic Staff Awards are given annually. These awards provide University-wide recognition and reward to outstanding individuals with careers demonstrating long-term excellence and exceptional contributions to Michigan State University. Eligibility for nomination requires a minimum of ten years of continuous MSU employment as an Academic Specialist or an MSU Extension academic staff member.

Nominations may be initiated by faculty, colleagues, administrators, alumni, students, faculty organizations or student organizations; self-nominations are also welcome. To be considered by the University Distinguished Academic Staff Award Selection Committee, nominations must have the endorsement of the dean or major administrative unit administrator.

4.5.11 Credit for Past Services

For retirement vesting purposes only, an academic specialist may receive credit for past service if the following conditions are met:

1. Academic specialists who terminate employment from Michigan State University for more than twelve (12) months and subsequently are re-employed by MSU for five (5) or more continuous years are eligible to apply for credit for the previous employment.
2. A minimum of 12 months of continuous service prior to the date of termination is required to apply for credit for past service.
3. Approved leaves of absence do not constitute a break in service.

Credit for past service applies solely to the minimum retirement requirements and has no effect on any other University benefits or programs. To apply for credit for past service, submit a written request to MSU Human Resources, Suite 110 Nisbet Building, after establishing five years of continuous re-employment.

The following information should be included in the written request:

1. Name (indicate if previously employed under a different name)
2. Social Security Number
3. Present Department
4. Previous Employment Date
5. Separation Date
6. Re-employment Date

Questions regarding this procedure should be directed to the MSU Human Resources, 517-355-4434.

4.5.12 Bridging Breaks in Service

To provide a consistent definition of continuing employment for University employees, the policy for bridging breaks in service provides that service breaks for academic specialists of twelve months or less result in the reinstatement of the previous employment date for purposes of retirement service credit and for fringe benefit eligibility. To bridge breaks in service greater than ninety days and not more than twelve months, the following conditions must be met:

1. The employee must have a minimum of one year of service prior to the break in employment; and,
2. The maximum accumulation of bridged time is two years, i.e., the sum total of individual breaks in service cannot exceed two years.

Approved leaves of absence do not constitute a break in service.

This policy will be implemented automatically by the Office of Academic Human Resources at the time individuals are subsequently reappointed. For individuals seeking to clarify their continuing employment status, it will be necessary to submit a written request to MSU Human Resources, Suite 110 Nisbet Building. The following information should be included in the written request: (1) Name (indicate if previously employed under a different name); (2) Social Security Number, (3) Present Department; (4) Previous Employment Date; (5) Separation Date; and (6) Re-employment Date.

Questions regarding the bridging policy should be directed to MSU Human Resources, at (517)353-4434 regarding eligibility for benefit coverage.

5.0 Benefits

(Full-Time Equivalent (FTE) Service Months: This concept is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50% or greater. FTE service months are used in determining eligibility for University benefits which require a service waiting period.)

For benefit purposes only, half-time is defined as 50.0-64.9 percent time; three-quarter time is defined as 65.0-89.9 percent time; full-time is 90.0-100.0 percent time.

Other Eligible Individuals

Under the Other Eligible Individual (OEI) program a benefits-eligible MSU employee or retiree who does not have a spouse eligible to enroll for health, dental, supplemental life insurance, and/or accidental death & dismemberment coverage may enroll one (1) OEI, but only if ALL of the following eligibility criteria are met:

- the OEI currently resides in the same residence as the employee and has done so for the last 18 continuous months, other than as a tenant;
- the OEI is not a "dependent" of the employee as defined by the IRS; and
- the OEI is not eligible to inherit from the employee under the laws of intestate succession in the State of Michigan.

Children of an employee's OEI may be eligible on their health, dental, supplemental life insurance, and/or accidental death & dismemberment coverage. Once the dependent turns age 19, view [eligibility](#) may change.

5.1 Automatic Benefits

5.1.1 Basic Employer Life (Death Benefit)

Eligibility

The University provides a life benefit payable to beneficiaries of academic specialists appointed 50 percent time or more for nine months or more. This benefit is effective immediately upon appointment.

Coverage

Eligible academic specialists are provided coverage equal to one year's base salary up to a maximum of \$50,000. Beneficiaries are those designated by the academic specialist or the same as designated in the Employee-Paid Life program. If no beneficiary has been designated, payment will be made to the survivor(s) in the first surviving class of those that follow: a) spouse; b) children; c) parents; or d) brothers and sisters. If none survives, payment would be made to the estate.

Cost

No enrollment application is necessary, and the entire cost of this benefit is paid by the University.

5.1.2 Long-Term Disability

Eligibility

Coverage under the Long-Term Disability Plan is available for academic specialists appointed full-time for nine months or more who have been employed for 12 FTE service months. Eligible academic specialists may receive benefits provided by the Long-Term Disability Plan after six months of continuous disability.

Coverage

The benefits provide a disabled academic specialist with a monthly income equal to 60% of the basic monthly salary (minus any workers' compensation, social security or auto wage loss benefits, if applicable). In addition, the program assumes both the academic specialist's contribution and the University's contribution to the base retirement program for as long as the individual remains entitled to Long-Term Disability benefits. The plan provides an annual cost-of-living increment of 3%.

Cost

The cost of this benefit is totally paid by the University.

Other Benefit Information

If the academic specialist is unable to work due to total disability and is eligible for benefits under the Long-Term Disability Plan, a premium contribution will be continued in the health, dental and employee-paid life programs for the academic specialist during the period of disability benefit payments.

An academic specialist appointed in the continuing appointment system will continue to accrue service towards retirement eligibility only through the first two years of long-term disability status. Assuming appropriate medical authorization, return rights to the current or equivalent position are retained during the first two years of long-term disability status.

A fixed term academic specialist (appointment with an end date), who is eligible for long-term disability, retains return rights to the current position only through the end date of the fixed term appointment.

5.1.3 Social Security

Most academic specialists who perform services for Michigan State University are covered by Social Security (FICA). Social Security currently provides retirement benefits subject to age rules and participation; a lifetime income in the event of total permanent disability for the academic specialist, and benefits for dependents subject to certain age rules, and a lump sum payment at death and monthly income for qualified survivors. (Foreign Nationals presenting F or J visas may be exempt from provisions of the Social Security Act--see Payroll Procedures.) Full information is available from the local Social Security Office.

5.1.4 Travel Accident

The University provides immediate Travel Accident coverage while traveling on approved University business or activity. This plan provides accidental death and dismemberment coverage up to \$50,000 and is automatic for all academic specialists. No enrollment application is necessary, and the cost is paid by the University.

5.1.5 Workers' Compensation

The University, in accordance with the State of Michigan Disability Compensation Act, provides "Workers' Compensation benefits" if an academic specialist is injured in the course of employment. These benefits are payable at a rate of approximately 80% of the after-tax value of the academic specialist's average weekly wage, subject to a state-determined maximum rate. Any injury arising out of and in the course of employment must be reported to the administrative head and Workers' Compensation. All necessary medical services for a compensable injury will be delivered by a medical provider designated by the University. Full information is available from Workers' Compensation, Office of Human Resources (353-4434).

5.1.6 Unemployment Compensation

Most academic specialists at Michigan State University will be in covered employment and therefore subject to the provisions of the Unemployment Compensation Act. Full information is available from MSU Human Resources at 517-353-4434.

5.2 Optional Benefits

5.2.1 Accidental Death & Dismemberment (AD&D)

Eligibility

Academic specialists may select the AD&D Program within 30 days of initial appointment. Coverage is provided if death or dismemberment results from accidental cause. All academic specialists appointed full-time or part-time for nine months or more are eligible to participate.

Coverage

Coverage may be selected for the academic specialist and the family, if desired, in one of the varying amounts as shown in the brochure. Beneficiaries are designated by the individual and may be changed at any time.

Cost

Cost of the various coverage options offered is described in the brochure available in the Human Resources Office.

5.2.2 Dental Plan

Academic specialists appointed 50 percent time or more for nine months or more and their eligible dependents may be covered by a dental plan. The benefit can be retroactive to the appointment date if a new employee enrolls within 60 days of the appointment. Failure to enroll during the initial 60-day eligibility period will result in the academic specialist having to wait until the next annual open enrollment period. This coverage is available to official retirees and their eligible dependents or survivors.

Coverage and cost information can be found by visiting the [MSU Human Resources Benefits](#) website or calling the MSU Solutions center at 517-353-4434.

5.2.3 Employee-Paid Life

An academic specialist may select employee-paid life within 30 days of initial appointment or by furnishing evidence of insurability during Open Enrollment.

Eligibility

Academic specialists appointed 50 percent time or more for nine months or more are eligible to enroll for life coverage.

Coverage

Coverage may be selected in increments ranging from 1-8 times an academic specialist's base annual earnings, up to the maximum of \$2,000,000. Rates for this coverage vary depending on age. Optional dependent coverage (for spouse or Other Eligible Individual and children, if any) may also be selected.

Benefits are payable to the designated beneficiary in the event of death from any cause while the plan is in force. Beneficiaries are designated by the academic specialist and may be changed at any time.

Cost

Costs vary according to the plan selected; rates are subject to future group experience.

5.2.4 Health Plan Coverage

If academic specialists enroll in health plan coverage within 30 days of initial appointment to an eligible status or during an Open Enrollment, academic specialists and their eligible dependents are covered for health plan services. Health plan coverage is available under a preferred provider organization (PPO) or health maintenance organization (HMO). Coverage is currently provided by Community Blue (PPO), Blue Care Network (HMO), or Consumer Driven Health Plan (CDHP). The benefit can be retroactive to the appointment date if a new employee enrolls within 60 days of the appointment. Specific coverage details under these plans differ. In general, the following apply:

Eligibility

Academic specialists appointed 50% time or more for nine months or more are entitled to enroll themselves and their eligible dependents. Failure to enroll during the initial 30-day eligibility period will result in the academic specialist having to wait until the next annual open enrollment period.

Coverage

Plan details can be found at: <https://www.hr.msu.edu/benefits/summaries/index.html>

Prescription Drugs

The prescription drug plan is a co-pay plan for generic or brand drugs and is administered through Caremark. Caremark has a large network of over 57,000 participating retail pharmacies, including some of the largest drug store chains. Employees may choose to purchase their prescriptions at a participating retail pharmacy, at an MSU pharmacy (Olin

Health Center or the MSU Clinical Center pharmacies) or through Caremark's mail order program.

Further information about prescription drug co-pays can be found in [Benefit Summaries](#) or contact Human Resources at 353-4434 or email SolutionsCenter@hr.msu.edu

Cost

The University provides a monthly contribution toward the premium for health coverage for eligible academic specialists. If an additional premium is required, it will be deducted from the academic specialist's paycheck. The University does not make a contribution during periods when an academic specialist does not receive a check.

5.2.5 Waiver of Health Plan Coverage

An academic specialist may elect to waive MSU's health plan coverage in exchange for cash payment if covered by another group health plan (e.g., have health care coverage through their spouse or another employer) that adequately meets health care needs. The waiver period is January 1 through December 31 with payment to be received the following February.

Eligibility

Academic specialists appointed 50% time or more for nine months or more are eligible to waive MSU's health plan coverage within 30 days of appointment or during the annual open enrollment period. A completed form is not required each year during open enrollment to continue the waiver.

Cost

The University provides up to a \$600 cash payment the following February to the academic specialist. Individuals accrue points based on their employment percent and the number of months enrolled in the program. The payment is also prorated for those newly hired, going on an unpaid leave of absence, or terminating employment. The payment is considered taxable income.

5.2.6 Flexible Spending Account

Flexible Spending Accounts enable you to save money by paying for some expenses in pre-tax dollars. Here you'll find everything you need to make informed choices about your Flexible Spending Account Enrollment.

Dependent Care Spending Accounts

The Dependent Care Spending Account is a benefit to help you meet your dependent care expenses, such as; child- care, elder care or disabled dependent care. It enables you to save money, on a calendar year basis, by paying for dependent care expenses in pre-tax dollars.

The annual maximum reimbursement for Dependent Care FSA is \$5000 per household, per calendar year.

Health Care Spending Accounts

The Health Care Spending Account program is a cost-effective way to pay for medical and dental plan deductibles/copayments, eyeglasses, contact lenses, orthodontics and other health-related expenses that are not covered by insurance. It enables you to save money, on a calendar year basis, by paying for health-related expenses in pre-tax dollars.

The annual maximum reimbursement for Health Care FSA is \$2,600 per eligible employee. For spouses who both work at MSU and are eligible, this means each spouse may contribute up to \$2,600.

5.3 Retirement Plans

Academic specialists appointed at 50 percent time or more for a period of nine months or more are eligible to make contributions to the 403(b) Base Retirement Program as well as the 403(b) Supplemental Retirement Program or the 457(b) Deferred Compensation Plan.

403(b) Base Retirement Program

Eligibility

Participation in the base retirement plan, with University contribution, is initially optional and required for academic specialists when certain service and/or age requirements are met. The general rules follow:

1. Academic specialists with probationary or continuing appointments of 50 percent time or more may elect immediate participation with University contribution. A specialist who does not have a probationary or continuing appointment will become eligible for the University contribution 24 FTE service months from the date of initial appointment. Participation for all specialists is required after 24 FTE service months and attaining age 35.
2. Once required participation commences for academic specialists must continue contributing to the 403(b) Base Retirement Program while employed at the University.
3. Academic specialists appointed 50 percent time or more who are not immediately eligible to participate may enroll if the specialist participated in a 403(b), 401(a) or 401(k) or other retirement plan at a previous employer that made employer contributions to a retirement program before appointment at MSU may elect immediate participation.
4. Academic specialists may complete the enrollment process in the 403(b) Base Retirement Program online through the [EBS Portal](#).

Coverage

The 403(b) Base Retirement Program provides a retirement income based upon the total amount accumulated from the employee's contribution, the University's contribution, and the earnings on those amounts over the period of the working years.

The 403(b) Base Retirement Program is fully vested indicating that both the academic specialist's and the University's contributions are placed directly in the academic specialist's account each month. In the event the academic specialist leaves the University, ownership of the total accumulation is retained by the academic specialist. An academic specialist may commence to draw his/her accumulation under a variety of payment options after leaving the University. The academic specialist may elect to receive an immediate retirement income or may defer the receipt of his/her retirement income until a later date. Cash withdrawal options are available if age 55 or older and terminated or retired.

Cost

The 403(b) Base Retirement Program is financed by a reduction of 5% from the academic specialist's base salary and a matching University contribution of 10%.

403(b) Supplemental Retirement Program and 457(b) Deferred Compensation Plan

Academic specialists appointed at 50% time or more for a period of at least nine (9) months may make additional tax-deferred contributions to the 403(b) Supplemental Retirement Program and/or the 457(b) Deferred Compensation Plan subject to IRS limitations. Participation in the 403(b) Supplemental Retirement Program and/or the 457(b) Deferred Compensation Plan is never required, and no matching contribution is made by MSU.

Other Retirement Information

1. To be considered an "official" retiree from Michigan State University, academic specialists must meet one of the following minimum University retirement requirements:
 - o a. Be at least 62 years of age and have completed 15 years of service, or
 - o b. Have completed 25 years of service at any age.

Academic specialists meeting the minimum University retirement requirements will remain eligible to maintain health and dental coverage and receive a University contribution toward the premiums based on the number of full-time equivalent (FTE) service months at retirement. Retirees (their spouse or same-sex domestic partner) age 65 and over are required to enroll for Medicare Parts A & B at which time MSU's health plan coverage is adjusted to a Medicare supplement policy. Medicare Part B requires a monthly premium that is not reimbursed by MSU. Individuals may contact their local Social Security office for information on the monthly premium cost for Medicare Part B.

5.4 Academic Specialist Benefits in the Event of a Leave of Absence, Termination, or Death

5.4.1 Leave of Absence

With pay

If the academic specialist's pay is being continued (e.g., if the leave is a medical leave), the normal premiums will continue to be deducted and the University will make its normal contribution toward the cost of the health, dental, and retirement programs.

Without pay

Academic specialists granted an approved leave of absence without pay may continue in force the optional benefit programs by paying the full cost of all premiums. The same University contribution toward the dental premium continues for up to 24 months while on a leave of absence without pay. The remaining optional coverages may be continued by making cash payments for as long as the approved leave continues. Payments for benefits to be kept in force should be made directly to Michigan State University and sent to the Human Resources Office no later than the first day of the month for which the payment is due. Benefits not maintained will automatically be reinstated upon return to active employment.

Academic specialists' contributions for the base retirement plan may be made on an after-tax basis directly to the company or may be suspended during the period of the leave.

An academic specialist on a Family Medical Leave (FMLA) will have their health and dental benefits continued at the same level and with the same premium contribution as prior to the FMLA leave. Any share of premiums which had been paid by the individual prior to the leave must continue to be paid during the leave, otherwise coverage will be cancelled.

Provisions are available to academic specialists on leave due to acceptance of prestigious awards or fellowships for the continuation of applicable University benefits. Additional information should be requested from the Human Resources Office. (See Continuation of Benefits While on Leave of Absence No Pay Status to Receive Prestigious Awards, Fellowships and/or Special Assignment Opportunities.)

5.4.2 Termination

In case of termination, benefits will be affected as follows:

1. Health, dental, basic and employee-paid life, and accidental death and dismemberment coverages will continue in force until the end of the month following the last deduction and/or contribution made.
2. Long-term disability and travel accident coverages cease on the last day of active employment.
3. Coverage under the dental and/or health plans may be continued in accordance with the Consolidated Omnibus Reconciliation Act (COBRA) of 1986 for up to 18 months by paying a monthly premium (29 months if currently disabled and receiving Social Security Disability (SSD) or deemed disabled by SSD any time during the first 60 days of COBRA coverage). Contact the Human Resources Office for details.
4. Employee-paid coverage may be converted by contacting the company directly.

5.4.3 Death

In addition to life benefit payments to beneficiaries, it is possible for the surviving spouse and eligible dependents to continue health and/or dental coverages by contacting the Human Resources office. The University will contribute toward the health and dental premiums for the surviving spouse or OEI if the academic specialist was eligible for retirement. The surviving spouse or OEI of a vested academic specialist who is also an active employee in their own right may be eligible for dual benefits as follows:

1. Eligible for 100% dental coverage.
2. Eligible to retain deceased person's health plan benefits instead of the health plan for which they are eligible as an active employee.

5.5 Dispute

In the event of dispute, provisions of the master contracts prevail for Benefit plans.